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Auth. THE *Complete*
Compleat English Copyholder:

OR, A

Guide to Lords of Manors, Justices of the Peace, Tenants, Stewards, Attornies, Bailiffs, Constables, Gamekeepers, Haywards, Reeves, Surveyors of the Highways, &c. being the Common and Statute Law of *England*, together with the adjudged Cases relating to Manors, Copyhold Estates, Courts-Leet and Courts-Baron, Common Placed;

CONTAINING

The whole Practice of the Court-Leet, Court of ancient Demesne, Court-Baron, and Musick-Court of the Honour of *Tusbury*, and the Business of a Manor in all its Branches.

AND ALSO

The Tenures, Customs, and Usages of several Manors in *England* and *Wales*, shewing who has Right to attend the Coronation of the Kings and Queens of *Great Britain*, or to perform other Services to them, or the Lords of the several Manors, collected from Records, Manuscripts, and printed Books;

WITH

Directions for distraining for Rent; by the late Sir *Bartholomew Shower*.

VOL. I.

By a GENTLEMAN of the *Inner Temple*.

In the SAVOY:

Printed by E. and R. NUTT, and R. GOSLING, (Assigns of E. Sayer, Esq;) for Innys and Manby at the West End of *St. Paul's Churchyard*; Batley and Wilson at the Dove in *Pater Noster-Row*; Ward and Chandler, at the Ship, between the *Temple Gates*, in *Fleet-Street*, and sold at their Shop in *Scarborough*. MDCCXXXV.

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P R E F A C E

A Manor in the Kingdom of England
 for as there can be no Kingdom with-
 out Lands, and Subjects; so there can
 be no Manor without Tenants and Ser-
 vants. If there be Lands and Subjects,
 there must (according to the Constitution
 of England) be a Lord, who shall be a
 Person and a Person of the King.
 Lord. As every Lord is to the King
 true and faithful allegiance in Conscience
 and Obedience of the Sovereign is to protect his
 Subjects; so every Tenant owes Fealty to
 his Lord, and the Lord ought to defend
 his Tenants. And Lord Coke in a late
 p. 228. says, "That the King can never
 be rich, nor his Kingdom safe, when
 his Subjects are poor." At the King
 cannot be a Minion, or under him, so cannot
 the Lord, for notwithstanding the Tender-
 ness of his Name, he may make a cruel
 use of his Power.



T H E

P R E F A C E.

A Manor is a Kingdom in Miniature; for as there can be no Kingdom without Lands, and Subjects; so there can be no Manor without Demesnes and Services. If there be Lands and Subjects, there must (according to the Constitution of England) be a King; and if there be Demesnes and Services, there must be a Lord. As every Subject owes to the King true and faithful Allegiance, in Consideration whereof the Sovereign is to protect his Subjects; so every Tenant owes Fealty to his Lord, and the Lord ought to defend his Tenants. And Lord Coke in 2 Inst. p. 578. says, "That the King can never be rich, nor his Kingdom safe, when his Subjects are poor." As the King cannot be a Minor, or under Age, so cannot the Lord, for, notwithstanding the Tenderness of his Years, he may make a voluntary Grant by Copy.

The PREFACE.

The Author finding such an Affinity between a King in his Kingdom and a Lord in his Manor, apprehended he could not lay a better Plan for the ensuing Treatise than the Foundation of the Laws of Great Britain.

The following Work consists of the Common and Statute Law of England relating to Manors and Lords of Manors, their Stewards, Tenants, &c. together with the Customs of several Manors in England and Wales, as far as could be collected from Records, Manuscripts, and printed Books; for which last the Author is very much obliged to the Collection of the ingenious Mr. Blount and those two laborious and judicious Antiquaries, Mr. Somner and Mr. Madox. And to render the Work more compleat, there is also added the whole Practice of the Court-Leet and Court-Baron, with Forms of Charges to the Juries, &c. and as it is necessary for such as are concerned in the Business of Court-keeping, to understand the Method of conveying Estates, the Author has given Instructions for drawing Conveyances, and likewise Admittances, Attornments, Bargains and Sales, Bills of Sale, Conditions, Contracts, Covenants, Court-Rolls, Declarations, Deeds of Exchange, Deeds to levy Fines, Demurrers, Deputations, Enfranchisements, Fines, Grants,

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Grants, Joinders in Demiters, Jointures, Leases, Licences, Letters of Attorney, Marriage Settlements, Mitigations, Mortgages, Orders of Justices of Peace, Petitions, Plaints, Pleas, Presentments, Proclamations, Recoveries, Replevins, Replications, Summons, Superfedeas's, Surrenders, Warrants, &c. with many others, the Particulars of which the Reader will find in the Index.

The old Terms made Use of in the Course of this Work are explained, and their Etymology given, which will be of great Service to Lords of Manors, who will be hereby enabled to understand the obsolete Words they shall meet with in the original Grants of their respective Estates.

The Author remembering the Advice of the famous Lawyer Littleton, 'Know, my Son, it is the most honourable, laudable, and profitable Thing in the Law, to have the Science of well Pleading in Actions real and personal, and therefore I counsel thee especially to employ thy Courage and Care to learn this,' has introduced the Method of special Pleading, where a Manor it self, or any of the Tenures, Customs, or Services come in Question, which often happens by Neglect or Ignorance.

The Statutes at large being inserted alphabetically under their proper Heads; the
Steward,

The PREFACE.

Steward, who by these has a very great Power annexed to his Office, may see the Extent thereof at one View, and consequently what those Offences are, the Breach of which comes under his Cognizance, and the Cases in Law relating to Copyholds being subjoined may very properly be termed Readings on the Statutes concerning Manors and Copyhold Estates.

It is observable that all the Books of Court-keeping treat of the Court of Survey, which in this Treatise is wholly omitted; the Author's Reason for it is this, By Stat. of Marlebridge, cap. 22. 'None may distrain his Freeholders to answer for their Freeholds.' And Lord Coke in his 2 Inst. 142. says, 'That before this Statute, Lords would distrain their free Tenants to come and shew their Deeds, especially their original Deeds, which oftentimes brought in Question the Title of the Freehold it self.' By Stat. 15 Rich. 2. cap. 12. 'None of the King's Subjects can be compell'd, neither by any Means constrained to come, nor to appear before the Court of any Lord or Lady, to answer for his Freehold, nor for any Thing touching his Freehold.' And the Stat. of 16 Rich. 2. cap. 2. confirms the foregoing Statute, and lays a Penalty of 20 l. on any Lord or Lady, or other Person

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Person who shall act contrary thereto. The Author therefore in Lieu of the Court of Survey has inserted the Court of ancient Demesne, (which is but slightly treated of in any Book hitherto extant), together with the original Writs, (which are not Viscountiel) relating to that Court, Courts-Baron, &c. translated from Fitz-Herbert, with Sir Matthew Hale's Notes thereon.

Perhaps there are some Things in the ensuing Work, which may not seem to come within the Design of a Treatise of this Sort, such as Fee-farm Rents of the Crown, and some few Tenures and Customs belonging only to a half hide of Lands; but they issuing out of Honours or Manors will be found, upon a more intimate Perusal, not to be without their Use.

Upon the whole the Author surrenders the following Sheets to the Use of the candid Reader, hoping thereby to be admitted in to his Favour.

Inner Temple,
May 12, 1735.

T H E

The PREFACE.

For as the Book is contrary to the
 the Author's intention in the
 of the Survey and the Court
 of ancient Demolition (which is but slightly
 treated of in any Book hitherto extant)
 together with the original Writs (which
 are not to be omitted) relating to that Court
 Court House, &c. to be applied from the
 History and the Author's Notes
 the Court.

Perhaps there are some Things in the
 of the Book which may not seem to come
 within the Design of a Treatise of this
 sort, such as the History of the Court
 and some few Terms and Customs be-
 longing only to a part of the Law; but
 they being necessary to the understanding of the
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 usal, not to be without their Use.

Upon the whole the Author understands the
 following Shewers to the Use of the candid
 Reader, hoping thereby to be admitted in-
 to his Favour.

London, Temple,
 May 12, 1732.

T H E

T H E
Compleat English Copyholder:
O R, T H E
Common and Statute LAW of
England, relating to MANORS
and Lords of MANORS, &c.
COMMON PLACED.

A **Batoz** is a Person that *abateth* or enters into a House or Land, void by the Death of him that last possessed the same, before the Heir takes Possession, and by that Means keeps out the Heir.

See Admittance.

Acceptance is in Nature of an Agreement to an Act done, which might have been avoided, if such an Agreement had not been made.

B

Infant

The Compleat

Infant Copyholder in Fee leaseth for Years, without Licence by Parcel, rendring Rent; at full Age he accepts the Rent, being admitted to the Copyhold, and after ousts his Lessee. Lessee brought Ejectment; Judgment for the Lessee. By the Court: This Lease for Years is no Disseisin to the Lord, though it be a Forfeiture, and this Lease is not void but voidable, and may be affirmed by Acceptance. Noy p. 92. Ashfield's Case. Latch, p. 199. 2 Roll's Rep. 256.

If a Copyholder in Fee surrender to the Use of another, and after at another Court, he, to whose Use the Surrender was, surrenders the Land to the Use of another; this shall enure as an Admittance upon the first Surrender, and after a Surrender; for by the Acceptance of the Surrender, he is admitted Tenant. 1 Roll. Abr. 505. Calchin's Case. And it differs from Telverton 144. and Cro. Jac. 36. for that the first Surrender was a Purchaser.

Copyholder sold Timber off the Land; Lord enters, Copyholder dies; the Lord seises a Beast, the Heir brought Trespass; the Plaintiff justified the Seisure of an Heriot. By the Court: In Ejectment, this being the Defendant's Evidence, Justification for Heriot-Service or Seisin of Ancestor, is an Acceptance of the Heir as Tenant, and purgeth the Forfeiture; otherwise on Acceptance, Justification or Avowry for Heriot-Custom; but now there being an actual Entry in the Life-time of the Ancestor by the Lord for the Forfeiture, no Acceptance after will purge it. 3 Keb. 641. Pascal and Wood.

X The Lord after Acceptance of Rent cannot enter upon the Lessee of a Copyholder. 1 Keb. 15.

See Admittance, Baron, Bill, Determine, Destroy, Infant.

Accessory.

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Accessory. See **Escheat, Heir.**

Account, lies not for an Heir Copyholder for the Profits of his Copyhold Lands, taken during his Nonage, where the Defendant hath not entred and taken the Profits, as *Prochein Amy*, but claims by Custom and Grant of the Lord, to the Use of the Assignee, which Custom is good. 1 Leon. p. 266. n. 356. *Anonymus.*

Acknowledgment, all Freeholders must make Recognition or Acknowledgment, for their Freehold Lands.

Acknowledgment of the Tenant.

YOU A. B. do acknowledge to hold of the Lord of this Manor (by Fealty, Suit of Court, and the yearly Rent of 5 s.) one Messuage, &c. which you claim by Right of Inheritance, as Son and Heir of C. B. your Father deceased.

Then let him swear Fealty. See **Fealty, Presentment.**

In Acknowledgments or Recognitions, the Tenant pays the Lord Relief; but otherwise on Purchase. See **Relief.**

Acknowledgment of Satisfaction on a conditional Surrender.

The Manor of Glatton
with Holm in the County
of Huntingdon.

{ View of Frankpledge with the
Court-Baron, of J. C. Esq;
held at Glatton, in and for
the Manor aforesaid, the
5th Day of April, 1733.
before me G. B. Gen. Stew-
ard thereof.

WHereas at a View of Frankpledge and Court-Baron held in and for the Manor aforesaid, the 28th Day of April, 1732. it was presented by the Jury of Homage, That John P. a Customary Tenant of the said Manor, the 16th Day of February, 1731. surrender'd by Rod, into the Hands of the Lord of the Manor aforesaid, by the Hands and Acceptance of William T. and James A. two like Customary Tenants of the said Manor, all that Messuage or Cottage-house, and Homestead thereunto adjoining, situate, lying and being in the Manor aforesaid, and now in the Tenure or Occupation of Richard D. with all other the Buildings and Outhouses, with the Appurtenances thereunto belonging, and the Reversion and Reversions, Remainder and Remainders thereof, To the Use and Behoof of James C. Gent. his Heirs and Assigns for ever, according to the Custom of the Manor aforesaid: Provided always nevertheless, and upon this Condition, That if the said John P. his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid, unto the said James C. his Executors, Administrators or Assigns, the full and just
Sum

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Sum of 40 l. of lawful Money of Great Britain, with lawful Interest for the same, on or before the 10th Day of February, 1732. then this Surrender to be void, otherwise to be in full Force and Effect. Now to this Court came the aforesaid James C. in his own proper Person, and in full Court, and acknowledged to have received full Satisfaction, according to the Form and Effect of the Surrender aforesaid.

Acknowledgment in Court of a Legacy paid.

B. C. in full Court acknowledged himself satisfied, and fully paid by C. C. his Brother, the Legacy of 20 l. (left the said B. C. by the last Will and Testament of his Father) according to the Form, Effect and true Intention of the said last Will and Testament of his said Father.

Acknowledgment by the Lord that the Copyhold is enfranchised.

AT this Court, the Lord of the Manor aforesaid, by his Steward aforesaid, acknowledged that one Messuage or Tenement, with one Field of Pasture, called, &c. containing by Estimation 20 Acres, be the same more or less, and now in the Tenure or Occupation of William M. and by him held of the Lord of this Manor, by Copy of Court-Roll, and by Rod, to the Will of the Lord according to the Custom of this Manor, by the yearly Rent of 8 s. and other Services, was enfranchised by the Lord of the Manor aforesaid, and the Reversion thereof was given and granted to Tho. D. Esq. Son and Heir Apparent of Richard D. Knt. his Heirs and Assigns for ever.

See Infranchisement

X Aſſ, any Aſſ to imply the Conſent of the Lord, to the Surrender, ſhall be a good *Admittance*; as if the Lord meet *A. B.* and ſaith to him, ſuch a Surrender is made to your Uſe, to which I agree or conſent; this Saying amounts to a good *Admittance*.
3 *Bulſt.* 230. *Elkin's Caſe*.

When a Copyholder acts as Owner, not warranted by Cuſtom, it determines his Eſtate, as in Caſe of a Tenant at *Will for Waſte*, &c. 5 *Rep.* 13. *Ive's Caſe*.

The Lord of a Manor lets *Fines* for *Admittance*, and Copyhold *Rents* be in *Arrear*; and then ſells the Manor; he is without Remedy, both in Law and Equity, for he hath deprived himſelf of the Remedy by his own Aſſ, viz. the Sale thereof. 1 *Roll. Abr.* 374.

See *Baron-Court*.

Aſſ of Parliament, the general Words of an Aſſ of Parliament, which are neither prejudicial to the Lords of Manors, nor to their Tenants, who hold by Copy of Court-Roll, do extend to Copyhold Eſtates; but where the Tenure or Intereſt of the Eſtate is altered by ſuch (a) general Words, or where they import any Thing to the Prejudice of the Lord, either in Relation to the Cuſtoms of the Manor or otherwiſe, in ſuch Caſe the *general Words* do not extend to Copyholds.

X Aſſion, in all real Aſſions which concern Lands, the Lord or his Steward is Judge; but in Aſſions under 40 s. the Suitors are Judges. *Sheppard's Court-Keeper's Guide*, p. 77.

Where by the Cuſtom, *Plaints* have been made in the Court of the Manor, in the Nature of real Aſſions; if ſuch a Recovery be againſt Tenant in Tail

(a) *Hardr. Rep.* 433. 3 *Rep. Heydon's Caſe*, fo. 7.

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Tail Copyholder, this shall be a *Discontinuance*, and shall take away the Entry of the Heir in Tail, for they are warranted by Custom, and it is an Incident that the Law amounteth to the said Custom, that such Recovery shall make a Discontinuance.

4 Rep. 23. *Deal and Rigden.*

Action of Debt doth not lie for *Arrears* of Copyhold Rent, but only Rents of Freehold, and the Statute 32 H. 8. extends not to them. *Yelv. 135.*

If a Stranger cut a *Tree*, the Lord shall have one Action, and the Copyholder another, and each shall recover Damage according to his Interest.

1 Leon. 272.

Copyholder doing and paying the Customs and Services, if he be ejected by the Lord, he shall have an Action of Trespass against him. *Co. Lit. 60. b. 61. a. 4 Rep. 22. a.*

It was resolved in *Gallaway's Case*, 26 El. The Party that made the Surrender may have an Action of the Case against the Lord, for not holding his Court, and admitting him to whose Use the Surrender was made, but *Cestui que use* cannot.

Action shall be brought in a *Lunatick* Copyholder's Name; for tho' the Custody of the Land was granted to one by the Lord, yet no Interest was gained thereby, and the Lord hath not Power over the *Lunatick's* Land without special Custom for that Purpose. *Hob. 215, 216. Cocks against Darson.*

Upon a Motion for an *Attachment* against the Steward of a Court-Baron, for splitting Actions, and so to bring them within the Jurisdiction of that Court, in Order to obstruct the Proceedings for the same in the Courts of Common Law; a *Prohibition* was granted, and the Steward to stand committed

till he answer'd upon Interrogatories concerning this Misdemeanor. *Mich. 17 Car. Darcie's Case.*

See Admittance, Common, Commoner, Cophholder, Covenant, False Judgment, Pollard, Surrender.

+ *Aſton*, the Lord Grey of *Wilton* held the Manor of *Aſton* in the County of *Buckingham*, by Serjeanty of keeping one Gerfalcon for our Sovereign Lord the King. Whereupon that Family of the Greys, had, for their Badge or Cognifance, a Falcon Sejan upon a Glove. *Camden, Tit. Bucks, p. 333.*

Ad commune Nocumentum, *Presentment* was made at a Court-Leet for incloſing a Road, and building a Cottage, *Ad commune Nocumentum* of all the Inhabitants of the Vill of *H.* this being removed into the King's Bench by *Certiorari*, it was objected that it was not good, either upon the Statute, or at Common Law; it was not good upon the *Stat. 31 El. cap. 7.* made againſt building Cottages, becauſe it is not alledged, that it was built for *Habitation*; and the Statute inflicts the Penalty of 10*l.* on any one who builds a Cottage contrary to that Law; beſides it ought to conclude *contra formam Statuti*, &c. Neither is it good at Common Law, becauſe incloſing the Road, and building a Cottage on the Waſte, is an Injury done to the Lord of the Manor, and not preſentable at a Leet, ſo as to ſubject the Offender to an *Amerciament*, becauſe it is not a *Publick Nuſance*. Now a Leet cannot amerce for a particular *Treſpaſs* done to the Lord of the Manor, or any other Perſon, where an Action will lie to recover Damages, but only for a *Publick Nuſance*, which this is not; therefore it was quaiſhed. *1 Saund. 135. The King againſt Dickenſon.*

See *Amerciament*.

Addington,

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Addington, *Robert Agyllon* held one Plough-land in *Addington* in the County of *Surry* by Serjeanty, to make one Mess of Meat in an earthen Pot in the Kitchen of our Lord the King, the Day of his Coronation, called **Dilligrout**; and if there is any Fat in that Mess, it is called **Maupigynun**. In King *Edward* the First's Time, *William Walcot* held the Manor of *Addington* by the same Service, only in this Record it is called a certain Pottage, called **Maupigynun**. *Thomas Leigh*, Esq; who afterward came to the Possession of the said Manor, at the Coronation of King *Charles* the Second, brought up to the King's Table a Mess of Pottage called **Dilligrout**, this Service being adjudged to him by the Court of Claims in Right of this his Manor; whereupon the Lord High Chamberlain presented him to the King, who accepted the Service, but did not eat of the Pottage. *Pla. Coron. 39 Hen. 3. Rot. 29. Dorso. Escaet, 14 Ed. 1. Num. 16. Ashmole's Narrative.*

William Aguilon, (who had married the Heiress of *Bartholomew de Cheyney*) held his Land in *Adinton* in *Surry*, (which was the Inheritance of the said *Bartholomew*) by Serjeanty, of finding a Cook at the King's Coronation, to dress Victuals in the King's Kitchen. *Madox's Exchequer, p. 453.*

Adjournment, at the Adjourning of every Court, the Steward must appoint a Time and Place for the Court to meet, to the Intent the Suitors may know when and where to come.

Form of Adjourning a Court.

Oyes, Oyes, Oyes.

ALL Manner of Persons that have any Thing more to do at this Court, have Licence to depart, keeping their Hour here again (at the Time you think fit) at 3 a-Clock.

Admittance, is the Giving Possession of a Copyhold Estate, and is like Induction to a Benefice, and a Court of Equity will compel the Lord to admit a Copyholder.

Admittance by *Abators, Disseisors, Intruders, Tenants at Sufferance*, or others who have defeasible Titles, are good against them who have *Right*, because they are lawful Acts, and they were compellable to do the same. *Co. Lit. 58. b. Dyer 375. 4 Rep. 24. Owen 27.*

If the Lord *pro tempore* of a Copyhold Manor, be Lessee for Life, or for Years, Guardian, or any who had particular Interest, or Tenant at Will, and accepts a Surrender, and after such Acceptance and before Admittance, the Lessee for Life dies, or the Years, Interest, Custody, or Will, is determined; altho' the next Lord comes in *paramount* to the Lease for Life or Years, the Custody or particular Interest, or Tenancy at *Will*; yet he shall be compelled to make Admittance according to the Surrender. *17 Eliz. Lord Arundel's Case. Co. Lit. 59. b. Trin. 1 Jac. Rot. 854. Shapland and Rider.*

If a Copyholder surrender to the Use of another, and after, the Lord having Knowledge of this, accepts Rent of *Cestuy que use* out of Court, this is an Admittance in Law. *1 Roll. Abr. 505. Froswell and Welch.*

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If the two Tenants, into whose Hands the Surrender was made, pay the Rent to the Lord, yet his *Acceptance* shall not amount to an Admittance; but if he had alledged the Payment of the Rent, and *Acceptance* of it by the Lord, as of his Copyholder; this would have amounted to a good Admittance of him. 3 *Bulstr.* 215. Same Case.

A Stranger may not surrender before Admittance, but an *Heir*, to whom a Copyhold descends, or comes in Remainder, may surrender before Admittance, because he is in by Course; for the Custom which makes him Heir to the Estate, casts the Possession upon him from his *Ancestor*; but a Stranger, to whom the Copyhold is surrender'd, had nothing before Admittance, because he is a Purchaser, and the Copy made to him upon his Admittance is his Evidence by the Custom; and before this he is not a Customary Tenant, and so he can transfer nothing to another. *Yelv. p. 144, 145, Wilson and Weddel. Cro. Jac. 36. Joyner's Case. 4 Rep. 21. Brown's Case.*

The *Heir* may also enter before Admittance, and make a Lease according to the Custom of the Manor. 4 *Rep. 21. Poph. 38. Bullock against Dibley.*

A Widow claimed her Free Bench, and the Steward of the Court refused to admit her; whereupon she brought an Ejectment, and held good; because if it had been necessary that she should be actually admitted, she had done all that was in her Power to do, to obtain it; which being in the Case of a Copyhold, shall amount to an Admittance in Law. *Hutt. 18. Jurden against Stone.*

A Copyholder of Inheritance surrender'd his Land to T. S. for Life, Remainder to E. G. and his Heirs; T. S. was admitted, and afterwards the Remainder-man in Fee surrendered to the Use of J. R. and

and his Heirs; which Surrender was accepted by the Lord of the Manor, and the Surrendree was admitted to the Remainder; then *T. S.* the Tenant for Life died: It was adjudged, that the Admittance of the *Tenant for Life* was the Admittance of him in *Remainder*; the Reason given by Judge *Croke*, was, because when the Lord accepted the Surrender, he admitted him to have a Remainder. *Cro. Eliz.* 504. *Gypyn* against *Bunny*.

If a Copyholder surrendereth to the Use of one for Life, who is admitted, and dieth; he in the Reversion may enter without new Admittance. *1 Leon.* p. 174. *Bulleyn* and *Graunt*.

Instructions for Admitting.

If any come to be admitted, let the Steward examine what Claim they pretend, whether as Heir at Law, Devisee, Purchaser, or otherwise; which he must enter in his Minute-Book. [See *Minute-Book*.] And upon Admittance, he must repeat how the Title stands.

Example.

IF an Heir comes to be admitted, the Steward must take hold of one End of a Rod, and he, that is to be admitted, of the other End; and say, (a) *Whereas at this Court (or before) the Homage presented, that T. A. a Copyhold Tenant of this Manor, before this Court,*

(a) When on Surrender taken in Court, then say thus: *Gentlemen of the Homage, you are to take Notice, That the Messuage, &c. now surrendered by A. B. to the Use of H. C. is granted to the said H. C. and the Lord, &c. as above.*

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Court, died seised of, &c. [here recite the Premises] holden of this Manor, and that B. A. is his eldest Son and Heir [as it is] whereupon you come into Court, and crave to be admitted Tenant to the Premises. The Lord of this Manor, by me his Steward, doth hereby deliver you Seisin by the Rod, and admit you Tenant to, &c. [here recite the Premises] to hold to you and your Heirs for ever [as it is] of the Lord by Rod, to the Will of the Lord, according to the Custom of this Manor, by Fealty, Suit of Court, Custom, and yearly Rent, and all other Services heretofore owing, and of Right accustomed; you paying your Fine.

Then let him swear Fealty. [See Fealty.]

N. B. Every one to be admitted, must before Admission pay the Arrears of Rent, or else the same is lost.

Forms of Admittances.

Admittance of an Heir on the Death of the Copyholder.

TO this Court it is presented by the Jury of Homage, That James G. late a Customary Tenant of the Manor aforesaid, who held to him and his Heirs of the Lord of the Manor aforesaid, according to the Custom of the Manor aforesaid, one Cottage or Tenement, one feeding Part, &c. situate, lying and being in the Manor aforesaid, since the last Court, died seised thereof, and that Will. G. his Son, is next Heir, and of full Age; Now to this Court came the said Will. G. in his own proper Person, and humbly craved of the Lord of the Manor aforesaid, that he might be admitted Tenant to the Premises

Premises aforesaid, and the Lord of the Manor aforesaid, by his Steward aforesaid, did deliver Seisin thereof by the Rod, To have Quit Rent 2 d. and to hold all the said Premises to him the said Will. G. his Heirs and Assigns for ever, of the Lord, by the Rod, to the Will of the Lord, according to the Custom of the Manor by Fealty, Suit of Court, Custom and yearly Rent, and all other Services heretofore owing and of Right accustomed, so always saving the Right of the Lord, the aforesaid Will. G. is admitted Tenant thereto, in Form aforesaid, and paid to the Lord for the same Fine, as in the Margin, and did Fealty to the Lord.

G. B. Steward.

Admittance of a Freeholder.

TO this Court came William A. and acknowledged [See Acknowledgment] himself to be a Freeholder of the Lord of the Manor aforesaid, of two Cottages, and ten Acres of arable Land, with the Appurtenances, which is descended to the said William A. from Tho. A. his Father; by Fealty, Suit of Court, annual Rent, &c. and did Fealty to the Lord, and paid to the Lord for Relief 4 d. and is admitted Tenant thereof.

See Acceptance, Aa, Attorney, Bankrupt, Baron and Feme, Condition, Conveyance, Coparcener, Fine, Forfeiture, Free Bench, Guardian, Heir, Infant, Joint-Coppyholder, Lord, Marriage, Mortgage, Proclamation, Recovery, Reversion, Stamp, Steward, Surrender, Widow, Will.

Advan-

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Advantage, Copyholder doth waste, the Lord dies, the Waste is presented in the Court, and the Lord's Heir enters; the better Opinion is, he cannot enter. *Per Dodderidge*, Actions Ancestrel shall descend to the Heir, but not Forfeitures, which are in the Will of the Lord to take Advantage of, or not. *Palmer's Reports* 416. *Cornwallis and Hammond*. 18 Eliz. in *Harper's Reports*, cited by *Latch*, p. 227. in *Cornwallis's Case*. The Case was, the Lord and two Copartners Copyholders, the one makes a Feoffment, and the Lord makes a Lease of the Manor, the Lessee shall not take Advantage of this Forfeiture, because he is not privy to the Title; but if the Lessor dies, it was agreed the Heir should take Advantage of it. *Quare*.

It's a mischievous Case, if the Lord should be suffer'd to rake up old Forfeitures, a long Time past; and yet on the other Side, there is no Reason that the Lord should be abridged of his Right. And it is adjudged 2 *Sid.* 9. *Chamberlin and Drake's Case*, That the succeeding Lord shall not take Advantage of Waste made in the Time of the preceding Lord.

Lessee for Years of a Manor is *Dominus pro Tempore*; and therefore if a Copyholder commits any Forfeiture, such Lessee shall take Advantage of it. 1 *Brownl.* 132.

See **Affirmance, Bargainee**.
Ad voluntatem Domini, Plaintiff brought an Action on the Case for disturbing him of his Common, appertaining to his Copyhold Messuage, setting forth, that he was seised of a Messuage, and ten Acres of Land in N. Parcel of the Manor of *Wakefield*, which he held in Fee by Copy of Court-Roll *Secundum consuetudinem Manerii*, (according to the Custom of the Manor) but did not say

say *ad voluntatem Domini*; (at the Will of the Lord) and that he, (the Plaintiff) as a Customary Tenant of the said Manor, had Right of Common in *W.* but was disturbed in the Enjoyment thereof by the Defendant; in this Case after a Verdict for the Plaintiff, the Judgment was set aside, because these Words *Ad voluntatem Domini* were omitted. 1 *Lutw.* 126. *Crowther* against *Oldfield*.

Advowson, Though a Seignory or Appendantcy cannot be made at this Day, yet if an Advowson be appendant to a Manor, and the Lord grants Part of the Manor, with the Advowson, to *J. S.* it is now appendant to that Part. *Cro. Eliz.* 39. *Morris* and *Smith*.

Affeerors, ought to be two of the most substantial and knowing Tenants of the Manor, to be elected by the Steward, who are to judge of the Amerciaments in the Court-Baron, and alter them, if they see Cause. 3 *Lev.* 206. *Evelin* against *Davies*.

The Affeerors Oath.

YOU, and every of you, shall swear well and truly to assess, tax, and affeer, the several Amerciaments here presented; you shall spare no Man for Love, Favour or Affection, nor raise or enhance any one out of Hatred or Malice, but assess, tax, and affeer, upon every Person, according to the Quantity and Quality of his Offence and Faults.

So help you God.

See Amerciament, Contempt.

Affirmance, If a Copyholder makes a Lease for Years, which is a Forfeiture at Common Law, and afterwards the Lord makes a Feoffment or a Lease

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Lease for Years, of the Freehold of this Copyhold to another, the Feoffee or Lessee shall not take *Advantage* of it; for the Lease of the Freehold made by the Lord before Entry, is an Assent that the Lessee of the Copyholder shall continue his Estate, and so is in Nature of an Affirmance, or a Confirmation of the Lease. *Owen, p. 63. Pen and Merival.* So the Difference is, when the Lord enters or not, and also whether the Forfeiture be committed before the Lord's Feoffment, &c. or after.

Age, An Infant who surrenders his Copyhold Lands within Age, may enter at his full Age, without being put to any Suit for it. *Popham 39. Bullock and Dibler's Case.*

Agmondesham, The Parliament Burgesses of *Agmondesham* were chosen by the *Homage* in the Lord's Court-Baron, and the Return made by the Constables. *Willis 137. Gurdon's Hist. 227.*

Aid, Copyholder shall have Aid of the Lord, where the Right of Seigniorie comes in question upon the Issue taken. 21 H. 6. 37.

Alamore, The Plaintiff brought an *Action on the Case*, &c. for disturbing him of his *Common*, &c. and declared, that Sir *William Child* was Farmer of the Manor of *Oxton Netherall* in the County of *Nottingham*, of which said Manor twenty Acres in the Possession of the Plaintiff, were Parcel and Copyhold, lying and being in *Blydworth*; and lays a Prescription in Sir *William Child*, &c. to have *Common* of Pasture for his Copyhold Tenants of the said twenty Acres, in a certain *Waste* called *Alamore*, for all their Cattle levant and couchant on the said twenty Acres; then he sets forth, that at such a Court held in and for the said Manor, the said twenty Acres were granted to him (the Plaintiff)

tiff) and his Heirs; and that afterwards the Defendant put his Cattle on the said Waste called *Alamore*, by Reason whereof the Plaintiff could not enjoy his Common in so large and beneficial a Manner as he ought, &c.

The Defendant pleads in Bar, and confesses that Sir *William Child* was Farmer of the Manor of *Oxton Netherhall*, and that the said twenty Acres were Copyhold and Parcel thereof; and he likewise confessed the Right of Common, as alledged in the Declaration, and the Grant of the twenty Acres to the Plaintiff; but pleads, that the *Archbishop of York*, before the said Grant made to the Plaintiff, was seised in Fee of the Manor of *Southwell*, of which one Messuage and thirty Acres of Land, &c. was Parcel and Copyhold; and so lays a Prescription in the *Archbishop* to have Common in the said Waste called *Alamore*, for all his Copyhold Tenants of the said Messuage, and thirty Acres of Land; and that at such a Court held for the said Manor of *Southwell*, the aforesaid Messuage, and thirty Acres were granted to one *Robert Watson* in Fee, who was Father of the Defendant *John Watson*, and to whom the same descended after the Death of his said Father; and that he entred, and so justified the putting in his Cattle, &c. and averred it to be the same Cause of Action, &c.

The Plaintiff replied, and again averred the Prescription in Sir *William Child*, and traversed the Prescription in Bar.

The Defendant rejoined, and took Issue upon that Prescription, which was tried at the Assises, and a special Verdict found, That *Alamore Waste* was in the Forest of *Sherwood*; and that the said Messuage and thirty Acres of Lands, for which the Defendant prescribed to have Common, was within the
Purlieus

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Purlieus of the said *Forest*; and they found that the Defendant had Right of *Common* there, &c. but whether such a *Prescription* to have *Common* in a *Forest*, was good, or not, they left to the Judgment of the Court, and so made a general Conclusion.

In arguing this Special Verdict, the Counsel for the Plaintiff objected, that the *Prescription* alledged in Bar was ill; it being for a *Copyholder* to have *Common* in a *Forest* absolutely, without excepting the *Fence-Month*, and also for *Sheep* which are not commonable in a *Forest*, because they bite so near, that the *Deer* may be starved.

But these Objections were not allowed, because there are Authorities in Point, That a Man may prescribe for *Common* for *Sheep* in a *Forest*, viz. 2 Cro. 155. *W. Jones* 285. *Englefeild's Case*; and likewise without excepting the *Fence-Month*. 3 Lev. 98. *Trigg and Turner's Case*.

The Defendant had Judgment. 1 Lutw. 81. *Grammer* against *Watson*.

Alderman, Resolved, That an Alderman of *London* who hath Houses and a Seat in the Country, shall not be obliged to serve as a *Constable* there, by Reason of his Privilege as an Alderman. Cro. Car. 585. *Abdy, Alderman of London's Case*. See **Leet**.

Alien, One *Holland* purchased a Copyhold of Inheritance in Trust for an *Alien*, and upon an Inquisition found, the Lands were seised as forfeited to the King; and the Question in the *King's Bench* was, whether these Copyhold Lands thus purchased for an *Alien* were forfeited; and adjudged that they were not; because if they should be forfeited; then the Lord of the Manor would lose his Fines and Services; it might likewise be prejudicial to

any Stranger claiming this Copyhold, because if it was not in the King's Hands, he might sue for it in the Lord's Court, but the King cannot be sued there. *Hard. Rep. The King against Holland.*

Alienation, If a Tenant for Life of a Manor granteth a *Licence* to a Copyholder to *alien*, and dieth, the Licence is destroy'd, and Power of Alienation ceaseth. *Quia nemo potest plus juris in alium transferre quam ipse habet.* Coke Copyh. 97.

By the Custom of a Manor, a *Heriot* was to be paid upon every *Alienation* or *Surrender*, &c. A Copyholder aliened Part of his Lands to one, and Part to another, and kept the other to himself, and surrendred those two Parts to the Use of the two Alienees. The Question was, whether he should pay more than one *Heriot*; it was insisted, that this being an *Heriot Custom*, which is against common Right, it ought not therefore to be multiplied; but adjudged, that a *Heriot* shall be paid for the *Alienation* of each Part; for otherwise it would be in the Power of all Copyholders to defeat the Lord of his *Heriot*, by making *Alienations* of Parcels; and in this Case the Alienor shall pay the *Heriot*, because he is still Tenant of the Manor; but at every *Alienation* afterwards, the Alienee shall pay them. *Palmer 342. Snag against Fox.*

All entire Services, such as to render an entire Chattel, either of Profits or Pleasure, upon the Death of a Tenant, shall be multiplied by *Alienation* of any Part of the Tenancy, and likewise by Purchase of Part by the Lord, shall be extinguished; therefore where a Tenant holds Lands by *Faalty*, Suit of Court, and an *Heriot* to be paid after his Death, this is *Heriot Service*, which differs from *Heriot Customs*; for that is where the Lord of the Manor hath by Custom Time out of Mind, had the

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the best Beast of every Tenant dying seised, &c.
8 Rep. 105. in *Talbot's Case*.

All Alienations of Copyhold must be by Surrender into the Hands of the Lord. *Coke, Copyhold.*
112.

Alienation of a Freeholder by Indenture.

THE Jury aforesaid upon their Oaths say,
That Thomas M. who held, free of the Lord of this Manor, one Messuage, &c. with the Appurtenances in D. within the Manor aforesaid, by his Deed indented, bearing Date the fifth Day of February, in the Sixth Year of our now Sovereign Lord G. of Great Britain, &c. King, &c. gave and granted, all and singular the Premises aforesaid, with the Appurtenances, to John F. his Heirs and Assigns for ever, to hold of the Chief Lord or Lords of that Fee, by Custom, Rent and Services, heretofore owing, and of Right accustomed, which Premises the aforesaid John F. truly holds of the Lord of this Manor, by Fealty, Suit of Court, and annual Rent of 10 d. and to this Court, &c. [See Admittance.]

Alienation in Fee by a Customary Tenant.

IT is presented by the Homage aforesaid, that Thomas F. a Customary Tenant of this Manor, who held of the Lord of this Manor, by Copy of Court-Roll, according to the Custom of the Manor aforesaid, one Messuage, &c. with the Appurtenances in H. within the Manor aforesaid, out of Court, and since last Court, to wit, the 17th Day of February, 1731. surrendered by Rod into the
C 3 Hands

Hands of the Lord of the Manor aforesaid, by the Hands and Acceptance of William R. and John W. two like Customary Tenants of the said Manor, all the Premises aforesaid, with the Appurtenances, To the Use and Behoof of C. Y. his Heirs and Assigns for ever, according to the Custom of this Manor, Now to this Court, &c. [See Admittance.]

See Forfeiture, Monckton.

Alodium, the Saxon Conquerors being a confederated People, who fought for what they could get, all having a Share in conquering the Britons, every Leader had an agreed Portion of their Lands.

The Captain, or Commander of a Company, had a Proportion of Land set out to him for himself and his Men, under no other Condition but to maintain those who had served in the Wars under his Command; and this Captain being accountable to no Superior for the Land allotted to him, had in his District *Directum Dominium* in his Lands, holding them of no Superior, which was the *Alodium* of the English Saxons, his Land being subject to no other Duty, than what the common Bond of Union and Interest obliged them to, which in Latin is termed *Trinodis Necessitas*, viz. Expeditions against Enemies, Building and Repairing Castles, Forts and Bridges, for the Maintenance and Defence of their Conquests; and from hence the original of Tenures seems to be deriv'd. *Gurdon's Hist.* 623, 624.

See Gavelkind, Perrot.

Alredale, William de Boyvile held by Serjeanty, to find a Forester in the Ward of *Alredale*, and took for the Maintenance of his Forester, of the Town of *Alredale*, every Day 3 d. from the Feast of St.

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St. Michael, until the Feast of the Apostles Philip and James, and from that until the Feast of St. Michael every Day 2 d. *Pla. Cor. 20 Ed. 1. Cumbria.*

Alteration, of a Custom by Consent of Lord and Tenants, allowed and decreed in Chancery. *Dyer against Dyer, 10 July, 44 El.*

It is a good Custom, that the Copyholder had used to pay a Fine, upon every Alteration of the Tenant, either by the Act of God, or Act of the Party. *Co. Lit. 59. b.*

Alton, in *Trespas* for erecting a Stall in the Market-place, &c. the Defendant pleads in Bar, that the Manor of *Alton in Hampshire* is *Ancient Demesne*, and that he is seised in Fee of Half an Acre of Land held of the said Manor, and that there was a common Market there held, and kept in the Market-place, Time out of Mind every *Saturday*: Then he sets forth a Custom in the said Manor for the Tenants thereof to be quit of *Stallage* in the said Market, for *their Goods*, &c. sold therein; and that they might erect *Stalls* there to sell *their Goods*, in the Market every Market-day; and that he being a Butcher, and Tenant of the said Manor, did on such a Market-day, set up a Stall there to sell *Flesh*, but did not say *his Flesh*; and upon a special Demurrer to this Plea, it was adjudged to be an ill Plea, because the Defendant did not set forth, that the Stall was set up to sell *his Flesh*, for it might be the *Flesh* of another Butcher, and so not within the Custom. 3 *Lev, 190. Chatin against Betsworth.*

Amerciament, is properly a pecuniary Punishment for any Offence committed against the Lord; or 'tis a certain Sum of Money imposed by the Steward upon the Tenant, on the Presentment of the *Homage*, for the Breach of any *By-Law*, or for

not doing Suit and Service to the Court, or for other Misdemeanors punishable in a Court-Baron.

Debt lieth by the Lord, for Amerciament in his Court-Baron assented, and there held that the Defendant may wage his Law in his Action; also Amerciament may be in a Court-Baron upon the Plaintiff, if he be nonsuited, and upon the Defendant if it be found against him; or if he fail of his Law. *Statham*, 12 R. 2. fol. 65. *Kitchin* 155.

In *Trespas* the Defendant justified the Taking for an Amerciament in a Court-Baron, and upon Demurrer to the Plea, the Plaintiff had Judgment; because the Defendant did not set forth, that the Amerciament was assented. 3 *Lev.* 19. *Conyers* against *Frank*.

Adjudged that the Beasts of a Stranger found on the Lands cannot be distrained for an Amerciament, as they may for Rent and Services. *Noy* 20. *Pell* against *Towers*.

Upon a Writ of Error to reverse an Amerciament which was assented in a Court-Leet, the Error assigned was, that the Amerciament was unreasonable; but adjudged that after it was assented, it cannot be revers'd for the Unreasonableness of it, for in such Case the Writ *De moderata Misericordia* doth not lie. 1 *Bulst.* 125. *Stubbs* against *Flower*.

Trespas for taking a Silver Tankard, Defendant justified by Virtue of a Presentment, in a Court-Leet, that the Plaintiff melted Tallow in a Cellar within the Jurisdiction of the Leet, *Ad commune nocumentum*, for which he was amerced by the Jury to 5 s. and having Notice thereof, and being required to pay it, he refused; whereupon the Defendant, as Bailiff to the Dean and Chapter of *Westminster*, and by their Command, took the Tankard, &c. the Plaintiff demurred to this Plea, and objected

ed against it by his Counsel, That in setting forth the *Presentment*, the Defendant alledged, that *presentatum fuit, &c.* that the Plaintiff did melt Tallow, &c. which was not a sufficient Averment, that he did melt it; but that Exception was disallowed: Then it was objected, That the Defendant justified as Bailiff, &c. *without setting forth a Warrant from the Steward to him directed so to do*, which he ought to have done, and to justify under the *Warrant*; and for this Reason it was held ill. 1 Salk. 108. Matthews against Carey.

In Debt for *Amerciaments* in a Court-Leet, for not appearing on *Affeerment* to 40 s. to which the Defendant demurred: 1st, Because it is said, the Leet was granted by King James I. and that the Defendant is a Tenant, and holds by Suit and Service, whereas it is impossible that a Tenure can be created since that Time. 2dly, The *Amerciament* is but by a *Jury of seven*, which by the Court is ill, and must be twelve. 3dly, It is said *affeerunt*, but not by whom, nor *ad eandem Curiam*, which by the Court is ill, and must be twelve. Mich. 26 Car. 2. B. R. Cutler and Creswick. Scroggs 150.

If the Tenant be amerced, the *Amerciament* dispenseth with the *Forfeiture*, though the *Amerciament* be not estreated or levied. 1 Leon. 104. Sir John Braunches's Case.

See *Ad commune nocumentum*, Appearance, Contempt, Distrain, Estreat.

Amonderness. See Singelton.

Ancestor, if the Ancestor had divers Copyholds, and the Lord demands of the Heir one intire *Fine* for them all, the Heir may refuse Payment; for the Lord ought to make several Demands, because the Heir may accept one, and refuse the other; and Waste

Waste in one of the Copyholds is not a Forfeiture of the other. *Cro. El. 779.*

See Admittance, Custom, &c.

Ancient Demesne, those Manors are called *Ancient Demesne*, which were in the Hands of *St. Edward the Confessor*, or *William the Conqueror*. And the Tenants had six Privileges. 1st, That they should not be impleaded for any of their Lands, &c. out of the said Manor. 2^{dly}, They cannot be impanelled to appear at any Court, upon any Inquest, or Trial of any Cause. 3^{dly}, They are quit from all Manner of (a) Tolls for Things concerning Husbandry and Sustenance. 4^{thly}, From Taxes and Tallages by *Parliament*, unless they be specially named. 5^{thly}, From Contribution to the Expences of the *Knights of Parliament*, &c. And 6^{thly}, If they be severally distrained for other Services, they all for saving of Expences may join in a Writ of *Monstraverunt*, although they be several Tenants. 4 *Inst.* 269.

The Privileges still remain, altho' the Manor be come into the Hands of Subjects. 4 *Inst.* 269.

This Court is in Nature of a *Court-Baron*, where in the Suitors are Judges, and is no Court of Record. 4 *Inst.* 269.

Where a *Fine* is levied of Lands in *Ancient Demesne*, according to the Custom of the Manor, and by him who is Tenant in Tail in Possession, though without Proclamations, yet such *Fine* shall bar the Estate Tail. *Dyer* 60, 72. 1 *And.* 71. *Elme's Case.*

Where

(a) In the Case of the Town of *Leicester*, even an Inhabitant of a House, built upon Lands in *Ancient Demesne*, tho' he was not a Tenant himself holding by that Tenure, should be discharged of Toll. 2 *Leon.* 190.

Where-ever Ancient Demesne is pleaded, it must be alledged, that the Land is held of *some Manor*, which is Ancient Demesne, and not that they are Parcel of such a Manor, for it is the Tenure that makes such Lands impleadable in the Court of the Manor; therefore to make a full Defence, the other Party must take Issue upon such Plea, or traverse the Tenure of the Manor, or set forth a Fine levied, or common Recovery suffered, and so rely upon the Estoppel, and pray Judgment whether he shall answer to it as *Ancient Demesne*. 3 Salk. 35.

Tenant by Copy, which held by Verge in *Ancient Demesne*, commits Felony, and is attainted; the King hath Year, Day and Waste, for that the Freehold was in the Tenant in *Ancient Demesne*, and yet they have no other Evidence than Copies of Court-Roll; otherwise it is of mere Copyholders, which are out of *Ancient Demesne*, for the Freehold is the Lord's. *Kitchen fol. 161.*

See Alton, Aulse, Aylesbury, Bowden, Bray, Bromsgrave, Chippenham, Disceit, Domesday, Exeter, Frank Fee, Gillingham, Hanningdon, Longhope, Lostock, Monstraverunt, Otterbury, Right Close, Sudbury.

Andevere, or Andover, K. Henry 3. and all his Progenitors, Kings of England, were seised of the Manor and Town of Andover in Hampshire; which Manor is *Ancient Demesne*, all the Tenements within that Manor are pleadable by *petit Brief de Droit*; the Custom of the Manor is to hold a Court on the Sunday next before St. Michael yearly, and the Tenants to choose two Bailiffs out of their Body, who were to arrest all Felons and others, within their Year, and to answer to the King for all Escapes of Persons

arrested, and for all Fines arising upon such Arrests: *Madox's Firma Burgi* 210.

Annuity, was granted to *W. R.* for Life, for the Exercising the Office of Steward of the Manor of *H.* who brought a *Writ of Annuity* for the Arrears, and obtained Judgment, &c. to which the Defendant pleaded, that pending the *Writ of Annuity*, the Plaintiff was required by the Defendant to keep a Court for the said Manor, which he refused to do; and this was adjudged a good Plea. *Dyer* 377.

A Surrender of a Copyhold Estate, held for Life, into the Hands of the Lord of the Manor, in Consideration of an Annuity payable during Life, by Way of Assignment.

TO all to whom these Presents shall come, *M. C.* of, &c. sendeth Greeting. Whereas the said *M. C.* by Virtue of a Copy of Court-Roll of the Manor of, &c. bearing Date, &c. signed by, &c. then Lord of the said Manor, is and stands lawfully possessed of, and interested in one Tenement, and being Part of the Manor aforesaid, for the Term of her Life, according to the Custom of the said Manor, as by the said Copy of Court-Roll, more at large may appear: Now these presents witness, That the said *M. C.* for and in Consideration of the annual Sum of, &c. of lawful Money, &c. secured to be paid her during the Term of her natural Life by *J. C.* Esquire, present Lord of the Manor of, &c. aforesaid, hath assigned, transferr'd, and set over, and by these presents doth assign, transfer, and set over unto the said *J. C.* the before recited Tenement, &c. with

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with the Appurtenances, and all the Right, Title, Interest, Claim and Demand whatsoever of her the said M. C. of, in, and to the same, by Virtue of the said Copy of Court-Roll, or the Custom of the said Manor, or otherwise howsoever, together also with the said Copy; and to the Intent the said J. C. may become as lawfully and absolutely possessed of the said Tenement, Lands and Premises, as of other Parts of the said Manor now in his Hands, the said M. C. doth hereby covenant and promise, to and with the said J. C. his Heirs and Assigns, that the said M. C. shall and will, at the next Court-Baron to be held for the said Manor of, &c. or at any other Time or Times, upon the Request, and at the Costs and Charges of the said J. C. or his Heirs, surrender into his or their Hands, or into the Hands of the Steward of the said Manor, or otherwise, according to the Custom of the said Manor, to the Use of the said J. C. his Heirs and Assigns, the aforesaid Tenement, &c. and all the Lands, Meadows, Pastures, Feedings and Commons to the same belonging or appertaining; and all her Right, Title, Claim and Demand whatsoever, of, in, and to the same: And that she the said M. C. shall and will from Time to Time, and at all Times hereafter, during the Term of her Life, at the reasonable Request, Costs and Charges in the Law, of the said J. C. his Heirs or Assigns, make and do all and every such further and other lawful and reasonable Acts and Things, for the further, better, and more perfect Assuring and Conveying of the said Tenement, Lands and Premises, to the Use of the said J. C. his Heirs and Assigns, as by him or them, or his or their Counsel learned in the Law, shall be reasonably devised or advised and

required. And further, that at the Time of such Surrender or Surrenders, or other Assurance or Assurances to be made of the said Tenement, Lands and Premises, the same shall be free and clear, and freely and clearly acquitted and discharged, of and from all former Surrenders, Forfeitures, and other Incumbrances whatsoever, had, made, done, or wittingly or willingly suffered by her the said M. C. or by any other Person or Persons lawfully claiming by, from, or under her. In Witness, &c.

Note; A Bond is necessary, conditioned for paying the Annuity at two Payments in the Year, the first to begin at, &c. reciting at large the Deed of Surrender in the Beginning.

Appearance, In *Replevin*, the Defendant made Conuſance for an Amerciament of the Plaintiff, &c. for not appearing at such a Court held for the Manor of H. &c. the Plaintiff replied, that the Defendant took the Distress *de injuria sua propria*; and upon a Demurrer to this Replication the Plaintiff had Judgment, because the Defendant did not set forth in Fact, that the Plaintiff did not appear at the Court after he was summoned for that Purpose; but only that it was presented by the Homage that he did not appear. *Cro. Eliz.* 88j. *Parham* against *Norton*, *Moor* 88. *Lukin* against *Eve*, *contra*.

In *Replevin*, &c. The Case was, the Tenant being a Copyholder was summoned to appear at a Court-Baron to be held for the Manor of H. on such a Day, and he making Default, was amerced to 5 s. and a Distress was made for the same; but adjudged that it was not lawfully taken; because the Amerciament was assessed for not appearing at the Court,

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Court, which is *Suit-Service*, and for such Suit the Lord cannot amerce by Law, but must *distrain* for it. *Moor 185. Allen against Givers.*

A Summons to appear at a Court-Baron.

The Manor } G. B. Gent. to G. H. Reeve of the
of A. } said Manor, greeting.

I Command that you summon J. S. of the said Manor, to be and personally appear, at the next Court to be held for the said Manor, at the Dwelling-house of D. H. of the Town of A. the third Day of August next, to answer H. B. in a Plea of Debt [or Trespass, &c.] to the Plaintiffs Damage of 39s. and 11 d. and this omit not at your Peril. Dated July 30, 1734.

G. B. Steward.

Precept to summon the Defendant to appear to a Writ of Right Patent. [See Right Patent.]

The Manor } G. B. Gent. Steward, To the Bailiff
of G. } of the Manor aforesaid, greeting:

A. B. complains against C. D. in a Plea of Land, and made Protestation to follow that Suit, in Nature of a Writ of our Sovereign Lord the King of, Right Patent: Therefore I command, that according to the Custom of this Manor, you summon [by good Summoners] the aforesaid C. D. to be and personally to appear, at the next Court to be held for the said Manor, at, &c. to answer in the Plea aforesaid, and have this Precept, &c. Dated, &c.

G. B. Steward.

A Let-

A Letter of Attorney to *appear* at the Manor Court to do *Suit and Service* to the Lord of the Manor.

K Now all Men, &c. That I T. M. of, &c. for divers good Causes, &c. have made; ordain'd, and in my Place and Stead put, and appointed T. E. my Tenant, to pay to the Chief Lord of the Manor, whereof my Lands, &c. in G. in the County of H. are held, all such Quit-REnts as are due or payable by me for the said, &c. And also to appear at all and every Court and Courts which shall be holden for the said Manor, and to do such Suits and Services as appertain thereunto, for my Lands, &c. which I hold of the said Manor, in as full and ample a Manner as I my self ought or might do, (if I were personally present) Holding, Confirming and Allowing, &c. In Witness, &c.

Warrant of Attorney to appear.

To E. F. one of the Attornies of the Court-Baron, held within the Manor of Glatton with Holme in the County of Huntingdon, or to any other Attorney of the same Court.

I W. A. do hereby desire, impower, and authorize, you to appear for me in your Court, on Monday, &c. in an Action of Debt for, (or as it is) at the Suit of H. S. and for your so doing, this shall be your sufficient Warrant. In Witness, &c.

Condition for Appearance.

THE Condition, &c. That if the above-bounden W. A. do appear at the next Court to be holden at Glatton, &c. to answer H. S. in an Action of Debt, &c. and do also stand to such Order as the Court in that Behalf shall set down and adjudge according to Law, that then this present Obligation shall be void, &c.

See Attorney.

Appendent. See Adowson, Common.

Apprentice, Several Persons being presented at a Leet for *using Trades*, not having been Apprentices to those Trades for seven Years, according to the (a) Statute; the Bailiff of Westminster levied several (b) Sums of Money upon the Persons thus presented; and upon Complaint made to B. R. the Court held, that the Statute 5 Eliz. cap. 4. did not give the Leet any Jurisdiction in this Matter; it was admitted, that Informations for Offences upon Penal Statutes, are by the Statute 31 Eliz. cap. 5. to be brought either at the *Affises or Sessions*, in proper Counties, where such Offences were committed, or at the Leet; but that must be understood for such Offences, of which Leets have a proper Cognizance, but Presentments for *using Trades* contrary to the Statute, must be at the Sessions, or in B. R. 1 Sid. 289. *Amy versus Benett*.

Appurtenant. See Common.

(a) 5 Eliz. cap. 4.

(b) 40 s. a Month.

34 **The Compleat**

Arrears.

Declaration for Arrears of Rent.

The Manor } Thomas M. Plaintiff, against *Wil. A.*
of Glatton. } Defendant.

THomas M. by E. F. his Attorney complains against Will. A. in a Plea, that he render to him 30 s. which he owes to, and unjustly detains from him, &c. For that the said Thomas M. on the 20th Day of March, in the Year of our Lord 1731. at G. aforesaid, did demise, grant, and to Farm let, to the said William A. one Cottage and two Acres of arable Land, with the Appurtenances, situate, lying and being, in, &c. in the Manor aforesaid, within the Jurisdiction of this Court, to have and to hold the said Cottage and arable Land, with the Appurtenances, to the said Will. A. and his Assigns, from the Feast of the Annunciation of the Blessed Virgin Mary, then next ensuing, for and during the Term of three Years, then next ensuing, and fully to be compleated and ended; yielding and paying therefor to the said Thomas M. yearly, and every Year, the Sum of 20 s. of lawful Money of Great Britain, at the four most usual Feasts or Days of Payment in the Year, (that is to say,) on the Feast of the Annunciation of the Blessed Virgin Mary, St. John the Baptist, St. Michael the Archangel, and the Birth of our Lord Christ, in every Year, by even and equal Portions; by Virtue of which said Demise, the said William A. entred into the said Cottage and the other Premisses in the Manor as above set forth, and had, held, and occupied the same, until the Feast of, &c. and the said Sum of 30 s. was due at the Feast of, &c. in the Year of, &c. and still is in Arrear for a Year and a Half's Rent, of the said annual Rent, for the said Cottage, &c.

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&c. and the same is yet unpaid to the said Thomas M. whereby an Action accrued to the said Thomas M. to require and have of the said William A. the said Sum of 30 s. Nevertheless, the said William A. although often required, hath not rendered to the said Thomas M. the said Sum of 30 s. or any Part thereof; but hath altogether hitherto denied the Payment of the same, to the Damage of the said Thomas M. &c. And therefore he brings this Suit, &c.

See *Ass, Action, Admittance.*

Arrest of Judgment, Form of.

The Manor of *Glaston*. } *William A.* Plaintiff, against *John F.*
 } Defendant.

AND the aforesaid *John F.* saith, that the Verdict aforesaid against him obtained on the Behalf of the aforesaid *William A.* ought not to be, or prosecuted, because, he saith, That the Declaration aforesaid, and the Matter therein contained is insufficient in Law, as to the Action aforesaid against him given, therefore asks Judgment, and that the said Suit and Verdict may be quashed, and that the said Plaintiff may receive nothing by his Suit and Verdict aforesaid, &c.

Ashele, *William de Hastings*, being Steward to King *Henry 1st*, held that Office by Serjeanty, in Respect of the Tenure of his Manor of *Ashele*, Co. *Norfolk*, by the Service of taking Charge of the Napery, (i.e. the Table-Cloaths and Linen) at the Coronations of the Kings of England. *Blount* 13.

Aslaby, *Richard*, Son of — *Wydon* of *Aslaby* in *Yorkshire*, held two Plough-Lands, by the Service of Breaking one Dog for our Lord the King. *Blount* 109. *Qu.* Whether *Aslaby* now of *Studley*.

Assault, Declaration for.

A. B. by E. F. his Attorney, complains of C. D. in a Plea of Trespass and Assault, &c. That the said C. D. on the 15th Day, &c. at, &c. within the Jurisdiction, &c. by Force and Arms, an Assault made upon him the said A. B. and him beat, wounded, and evilly treated, so that his Life was despaired of, and other Enormities to him did, to the great Damage of the aforesaid A. B. &c. wherefore he saith, That he is the worse, and hath Damage to the Value of 30s. and therefore brings this Suit, &c.

Assent. See Fine, Proclamation.

Assets, where a Copyhold of Inheritance descends to an Heir, it shall not be *Assets* in his Hands, because it is an Inheritance created by Custom; it is true, the Descent is directed by the Common Law, but that Law doth not allow any other collateral Qualities, which do not concern such Descent. 4 Rep. 22. a.

A Copyholder having a Licence to make a Lease for many Years, did make a Lease accordingly, and pursuant to his Licence: Adjudged that this Lease shall be *Assets* in the Hands of his Executors. Poph. 188. See Descent.

Assign, If a Copyholder makes a Lease for Years by License of the Lord, the Lessee may assign his over, or make an Underlease, without any new License; for the Interest of the Lord was discharged by the first License. 2 Roll. Rep. 176. Johnson and Smart.

A War:

A Warrant to the Bailiff to assign Timber.

At a Court held for the Manor
of, &c. the 27th Day, &c.

W. B. is allowed one Timber-Tree, &c. now standing and growing in, &c. within the Manor aforesaid, the same to be had and taken from and out of the Lands of the said, &c. by the Consent of the present Tenant or Occupier of the Premises, and by the Assignment of the Bailiff of the Manor aforesaid, for and towards the Repairing the Tenement of the said W. B. within the said Manor, and not otherwise. Given, &c.

To James Vinter, Bailiff
of the said Manor.

G. B. Steward.

*Assignment of a Patent for holding Courts
by Way of Mortgage.*

THis Indenture made, &c. between H. H. of, &c. of the one Part, and J. P. of, &c. of the other Part; whereas T. M. Esq; Lord of the several Manors of, &c. hath by Patent under his Hand and Seal, duly executed, given and granted unto the said H. H. amongst other Things, the Office of chief Steward of the Lordships and Manors of, &c. and of the Courts-Leet, Views of Frankpledge, and Courts-Baron, in and belonging to the Lordships and Manors aforesaid; to hold the same, by himself or his sufficient Deputy, with all other the Premises therein and thereby granted, with all due, reasonable, usual and accustomed Fees, Perquisites and Rewards whatsoever, to the said Office belonging, or to him payable by Virtue thereof, during his free Will and Pleasure; and whereas the said H. H.

is justly and truly indebted to the said J. P. in the Sum of 10 l. of lawful Money of Great Britain, for so much Money by the said J. P. paid, or secured to be paid, to and for the Use of the said H. H. for securing the Repayment whereof to the said J. P. the said H. H. hath agreed to assign over the Profits, Fees and Perquisites, of so many General Annual Courts, as shall be sufficient [over and above the annual Sum of 1 l. 10 s. 6 d. hereby agreed by the said H. H. to be allowed to the said J. P. for his Attendance and Trouble in holding such General Annual Courts] to pay and satisfy the said J. P. the said Sum of 10 l. with the growing Interest thereof: Now this Indenture witnesseth, That the said H. H. for and in Consideration of the said Sum of 10 l. as aforesaid, advanced and paid, by the said J. P. to and for the Use of the said H. H. the Advancement and Payment whereof, the said H. H. doth hereby acknowledge, hath bargained, sold, assigned, transferred, and set over, and by these Presents doth bargain, sell, assign, transfer, and set over, unto the said J. P. All and singular the Profits, Fees and Perquisites whatsoever, which shall or may arise from the holding so many succeeding General Annual Courts-Leet and Courts-Baron, (and no other) in and for the said Manors, as shall be sufficient to pay and re-imburse the said J. P. the said Sum of 10 l. and growing Interest, over and above the said annual Sum of 1 l. 10 s. 6 d. herein before-mentioned, and agreed to be allowed and deducted, by the said J. P. for his Attendance and Trouble in keeping every Annual General Court, which the said J. P. shall hold by Virtue of these Presents; he the said J. P. annually rendring to the said H. H. an Account of what shall yearly be received, towards Satisfaction of the said Debt intended to be secured by Virtue hereof, when-ever the said H. H. shall request the same; To have and to hold the said Profits,

Profits, Fees and Perquisites, to the said J. P. for the Time and Purposes before granted and appointed, rendering to the said H. H. such annual Account as aforesaid; and the said H. H. hath made, appointed and deputed, and by these Presents doth make, appoint and depute, the said J. P. to hold so, in any General Annual Court-Leet and Court-Baron, in and for the said Manors, and to receive and take so much of the Profits thereof as shall be sufficient for the Purposes aforesaid, and no more or otherwise; and the said H. H. doth hereby further covenant and agree, to and with the said J. P. That he the said H. H. shall not, nor will not, do or suffer, or cause to be done or suffered, any Act, Matter or Thing, whereby, or by Reason whereof, the said J. P. shall or may be hindred or prevented, from holding such, or so many General Annual Courts-Leet and Court-Baron, as aforesaid, and receiving the Fees, Perquisites and Profits thereof, for the Purposes aforesaid, or whereby any of the Persons or Authorities hereby granted, shall or may be defeated or made void, but shall and will from Time to Time, and at all Times hereafter, at the Request of the said J. P. and at the Costs and Charges of the said H. H. make, do and perform, all such further and other Acts and Things, as shall be required by the said J. P. his Executors or Administrators, for securing the Payment of the said ten Pounds and Interest, or so much thereof as shall at the Time of such Request remain unpaid; provided always nevertheless, that if the said H. H. shall and doth, well and truly, pay or cause to be paid, unto the said J. P. his Executors or Administrators, the above-mentioned Sum of ten Pounds, and Interest thereof, at any Time or Times before the same can be received by Virtue of these Presents, in full Discharge of the said principal Sum and Interest thereof; then this present Indenture, and every Matter, Clause and Thing herein

contained shall become Void and of none Effect. Provided also, that if the said J. P. shall by Virtue of these Presents receive more than the said Sum of ten Pounds, and Interest thereof, he the said J. P. his Executors and Administrators, shall be accountable for the Overplus to the said H. H. his Executors or Administrators; and the said J. P. doth hereby covenant and agree, to and with the said H. H. that the said J. P. shall and will yearly, and every Year, so long as these Presents shall continue in Force, and within one Month after every Court which the said J. P. shall hold, in and for the said Manors, by Virtue hereof, if requested by the said H. H. deliver a just and true Account in Writing to the said H. H. or his Assigns, of all such Fees, Profits and Perquisites, as he the said J. P. shall receive and take for any Business whatsoever done and dispatched at or in Respect of such General Annual Courts, or any of them: And also that he the said J. P. shall and will at the usual Time for that Purpose, or at the succeeding Court at the farthest, deliver or cause to be delivered unto all and every Person or Persons that shall be admitted to any Messuages, Lands, Tenements or Hereditaments, to hold of the said Manors, either or any of them, as Part or Parcel thereof, at any Court or Courts, to be holden by the said J. P. by Virtue hereof, true Copies, duly stamped, of all and every such Admission and Admissions; and also that he the said J. P. in Consideration of the annual Allowance herein before for that Purpose agreed to be deducted by the said J. P. out of the Profits of the said Courts, shall and will make true and regular Entries of all Surrenders, Admissions, Recoveries, and all other Business done or to be done at all such Courts as he shall hold by Virtue hereof. In Witness, &c.

Amse,

Assise. If a Copyholder of Inheritance dieth seised of a Copyhold, and his *Heir* enter, though there be no Court kept, and he not admitted, and be ousted by a Stranger, of that Disseisin, he shall have a *Plaint in Nature of Assise*. Yet *Quare*, For in 13 *Eliz.* by the Justices, if Tenant by Copy of Court-Roll die seised, and his Heir enter and take the Profits, he is no Trespassor, though the Lord hath not admitted him Tenant; and though no Court was held there in seven Years; and if a Copyholder be admitted, and afterward is thrust out by another, or if another be admitted to it, and by this, he that was first admitted is thrust out by him which was secondly admitted, the first Admittee shall have a *Plaint in Nature of Assise* of that Disseisin. *Kitch.* 120.

Tenant by Copy shall not have *Assise* against his Lord, as Tenant in *Antient Demesne* may, because he hath no Frank-Tenement. 4 *Rep.* 21.

But he shall be relieved in *Equity*. *Tothill*, p. 46.

See *Wortd'Ancestor*.

Assumpsit. If an Action of the Case be brought upon an *Assumpsit*, the Plaintiff must declare upon the whole Promise made, and not upon Part of it, else the Declaration is not good. *Mich.* 22 *Car. B. R.*

Form of the Declaration.

THE said Plaintiff, by Tho. M. his Attorney, complains of the said W. M. for that whereas the said W. M. on the, &c. in the Sixth Year of the Reign, &c. at, &c. within the Jurisdiction of this Court, was indebted to the said John F. in the Sum of 20s. of lawful Money of Great Britain, for the like Sum of Money by him the said W. M. before that Time had and received, to the Use
of

of the said John; and being so indebted, the said William afterwards, (that is to say) the same Day and Year at, &c. within the Jurisdiction, &c. in Consideration thereof, then and there undertook, and faithfully promised that he the said William M. would well and truly content and pay to the said John, the said Sum of 20 s. when he should be there-to afterwards required, yet the said William, little regarding his Promise and Assumption aforesaid, in Form aforesaid made, but contriving and fraudulently intending the aforesaid John to deceive and defraud, hath not paid, or any ways contented the said John for the same, but hath altogether refused, and still refuses to pay the same to the said John; wherefore the said Plaintiff saith that he is worse, and hath Damage to the Value of 39 s. and thereof brings this Suit, &c.

Assumpsit non.

Form of the Plea.

The Manor of Glatton with Holm.	}	John F. Plaintiff, and Will. M. Defendant.	}	In a Plea of Debt of 39 s.
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AND the said William M. by Edward F. his Attorney, comes and defends the Force, Injury and Damages, and whatever else he ought to defend, when and where this Court will take the same into Consideration, and saith, that he did not undertake or make any Promise in such Manner and Form as the said John F. above complains: And of this puts himself upon his Country, &c.

Astre, Those Copyhold Lands which usually had for a long Time an House on them, were called *Old Astre Lands*; but those which of late had

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had an House built on them, they called *New Astre.* 1 *Inst.* 8. *Lex Cust.* 70. *Gurd. Hist.* 582.

Attachment, In *Pone*, in *Court-Baron*, the Goods attached, if he makes Default, shall be forfeited to the Lord. *Kitchin* 157. 37 *H. 6.* fol. 49.

Attachment shall be by a meer Chattel. *Ibid.* 7 *H. 6.* fol. 10.

The Form of the Attachment.

The Manor
of *Glatten* with
Helm.

G. B. Steward, To *J. V.*
Bailiff of the said Manor,
greeting:

BEcause W. B. complains against J. D. in a Plea of Debt of 30 s. [or as the Pleint is] and found Pledges to prosecute, &c. Therefore I command you that you attach the aforesaid J. D. by all his Goods and Chattels, to answer the aforesaid W. B. in the Plea aforesaid, at the next Court there to be held, and have there this Precept, &c.

G. B. Steward.

See *Acton.*

Attainder, Custom of the Manor was, if any Copyholder within the Manor committed Felony, and this was presented by the Homage, that the Lord may take and seise the Land. A Copyholder committed Felony, and this was presented by the Homage, and afterwards the Copyholder was indicted, and by Verdict acquitted, and the Lord entered: By the Court, It is a good Custom; but they deliver'd no Opinion, whether the Lord's Entry in this Case was lawful; though it seems the Lord is concluded, and he cannot enter; to which Purpose there is cited a Case. A Man was indicted as Principal for the Death of *J. S.* and another as Accessary, in receiving the Principal, after the Principal was outlawed, and the Accessary hanged, the Lord seised the Land of the Accessary as *Escheat.*

cheat. Afterwards came the Principal, and rever-
 sed the Outlawry, and was found not Guilty, and
 the Heir of him which was hanged enter'd upon
 the Lord. Adjudged, inasmuch as there cannot
 be an Accessary unless there be a Principal, that the
 Entry of the Heir was lawful. 2 *Brownl.* 217.
Gittins and Cowper.

The Defendant, *William*, was a Copyholder for his
 Life, and afterwards the Lord of the Manor grants
 the Reversion of the said Tenement by Copy, as
 he might do by the Custom, to the Lessee the Plain-
 tiff, *habendum* for his Life, immediately after the
 Death of *William*, (the Deceased) or after Sur-
 render, Forfeiture, or other Determination of the
 Estate of *William*. *William* afterwards was At-
 tainted of *Felony*, and the King pardoned to
 him the Conviction and Attainder, and all Forfei-
 tures by it; He in Reversion enters, and lets to
 the Plaintiff; the Lord of the Manor had not
 made any Entry; *Quare*, if the Entry of him in
 Reversion is lawful? It was agreed by all, that
 the *Pardon* is not material in this Case; and also
 by the Plaintiff's Counsel, that the Commission of
Felony is no *Forfeiture* of the Copyhold. 1 *Leon.*
 1 *Case.* By the Court: By the *Attainder*, the Co-
 pyhold Estate for Life is absolutely determined; so
 that after that, the Person Attainted is no Copy-
 holder, nor may be of the *Homage*, nor accept a
Surrender out of Court. And it was also resolved,
 that no *Presentment* in this Case was necessary. *Cro.*
 1, 498. for that is only for the Instruction of the
 Lord. Sir Thomas Jones 189.

Attorney, *Stat. Merton, cap. 10.* Every Freeman
 that oweth Suit to the County, *Tithing, Hundred,*
Wapentake, or to a *Court-Baron*, may make an
Attorney. [See *Appearance.*]

A Copyhold Estate cannot be surrender'd to
 another, by *Attorney*, without *Deed*, but one may
 be

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be admitted to a Copyhold Estate by *Attorney*, without *Deed*. *Stile's Pract. Reg.* 74.

Lessee for Years cannot surrender by *Attorney*, but he may make a *Deed* purporting a *Surrender*, and a *Letter of Attorney* to another to deliver it. 1 *Leon. p.* 36. [See *Surrender*.]

The Lord may refuse to admit, by *Attorney*, him to whose Use a *Surrender* was made, for that he ought to do Fealty, which he cannot by *Attorney*. 9 *Rep.* 76. *Combs's Case*. Yet if the Lord will admit him by *Attorney*, it is good.

See *Appearance, Copyhold, Essoin, Letter of Attorney, Jointure, Taunton*.

Letter of Attorney to appear at a Court, and take Admittance unto Lands surrender'd.

KNOW, &c. that I, &c. for me, and in my Name, to appear at the next Court, to be holden for the Manor of, &c. and there for and in my Name, and to my Use, to require and take Admittance, and to be admitted unto all such Lands, Tenements and Hereditaments, as were lately surrender'd by, &c. to the Use of me the said H. F. and my Heirs, and generally to do, &c. In Witness, &c.

A Letter of Attorney to take Admittance to Copyhold Lands, and after Admittance to Surrender.

TO all Christian People to whom these Presents shall come, I A. T. Gentleman, Cousin and Heir of L. T. Doctor in Divinity, to wit, the Son of R. T. Gentleman, who was the Brother of the said L. send greeting: Whereas
R. C.

R. C. and E. his Wife, on the, &c. which was in the Year of our Lord, &c. did surrender into the Hands of the Lord of the Manor of B. in the County of S. one Close of Land called Breeches, alias Nevil, containing by Estimation ten Acres, (being Parcel of one Tard of Bördland, called Fair-Manners,) and one other Close of Land called Breeches, containing by Estimation six Acres; and one Close of Land called Dowcroft, containing by Estimation five Acres, lying in W. in the said County, and holden by Copy of Court-Roll of the said Manor, by the yearly Rent of Seven Shillings and Two-pence, to the Use and Beboof of the said L. T. and of his Heirs, for ever, according to the Custom of the Manor aforesaid, upon a Condition for making void thereof, if the said R. C. and E. his Wife should pay unto the said L. T. 106 l. at several Days long since past: And whereas the said Surrender was made unto the said L. T. in Trust for the Dean and Chapter of the Cathedral Church of N. and the Monies thereupon lent were the proper Monies of the said Dean and Chapter; and the Condition of the said Surrender is not yet performed. Now know ye, That I the said A. T. in Discharge and Performance of the Trust in the said L. reposed, as aforesaid, at the Request and by the Direction of the said Dean and Chapter, do by these Presents make, authorise, appoint and put N. C. of the City of, &c. in the County aforesaid Gentleman, my true and lawful Attorney for me, and in my Name, Stead and Place, and to my Use, to receive, have and take Admittance of and from the Lord of the Manor of B. aforesaid, or his Steward of his Court there, of, in and to the said several Closes of Land and Premises before-mentioned, with the Appurtenances, according to the Custom of the Manor aforesaid, and at any Time after such Admittance so had and
I
taken,

taken, to surrender into the Hands of the Lord of the said Manor, all the said several Closes of Land and Premises, with the Appurtenances, to the Use and Behoof of such Person or Persons, and their Heirs, as the said Dean and Chapter shall appoint; and further, to do and execute all and every Act or Thing necessary or expedient to be done, in or about such Admittance and Surrender, as aforesaid, as fully and as amply as I the said A. T. might or could do in my own Person. In Witness, &c.

Form of Admittance by Attorney.

TO this Court, It is presented by the Homage, That William W. a Customary Tenant of this Manor, since the last Court, to wit, the Seventh Day of January, &c. surrender'd into the Hands of the Lord of this Manor, by the Hands and Acceptance of James T. and Thomas A. two like Customary Tenants of the said Manor, all that, &c. [reciting the Surrender] to the Use and Behoof of H. T. his Heirs and Assigns, for ever, according to the Custom of the Manor aforesaid. Now to this Court came the aforesaid H. T. by E. F. his Attorney, and prays to be admitted Tenant to the Premises aforesaid, to whom the Lord of the Manor aforesaid, by his Steward aforesaid, did grant, by his Attorney aforesaid, and delivered Seisin thereof, &c. but Fealty is respited until, &c.

Attornies.

Attornies Fees in a Court-Leet and Court-Baron.

For his Appearance	0	2	0
For drawing every Declaration, Plea, &c.	0	1	0
For every Court-Day while the Action depends	0	2	0

N. B. In some Courts the Fees are less.

Attornment, By Feoffment of the Manor, the Services do not pass without Attornment. Co. 1 Inst. 309.

But if a Man make a Feoffment of a Manor, in which are Tenants at Will, according to the Custom, these Services shall pass by the Feoffment, without Attornment. Roll's Abridgment 293.

When any Manor descends to the Lord, upon every Descent to the Lord it belongeth to the Steward at the first Court, to make all the Tenants do Fealty. And also upon every Purchase of a Manor, to enter the Fealty of every Tenant which holds of that; and also to enter their Attornment and Seisin of Services, to the End that the Lord may by this Means distrain for his Services, and the Tenants may hereafter be better known to him, and 28 H. 8. Tit. 40. Attornment may be made by Tenants to the Lord in his Court, to the Steward or Purchasor, and not to the Tenant in the Absence of the Lord. Kitchen 141.

Attornment is not necessary in Grant of the Reversion of a Copyhold, for the Surrender and Admittance are in Nature of an Inrolment, and so amount to an Attornment, or at least supply the Want of it. 1 Leon. 297.

Altho' Attornment be not necessary either to settle the Remainder, or create a Privy in a Copyhold Estate, for that the Surrender and Admittance is sufficient, yet there shall be no Entry for Condi-

tion broken without *Attornment*, Hobart 177
Miller and Swinnerton.

Lease for Years was made by a Copyholder, rendering Rent; afterwards the Lessor surrendered the *Reversion* to T. S. who distrain'd for the Rent in arrear, and in *Replevin* brought, he avowed the Taking, &c. for the said Rent; but upon a Demurrer to the Avowry, it was objected, that it is ill; because the Defendant did not set forth, that the Lessee attorn'd, or that he had Notice of the Surrender; but the Defendant had Judgment, because the Surrender being in it self a notorious Act, there was no Occasion of an *Attornment* or Notice, Raym. 18. *Black against Mole.*

Stat. 4 & 5 Ann. c. 16. 'All Conveyances of Manors, Rents, Reversion or Remainder of Messuages or Lands, shall be good, without Attornment of the particular Tenants thereof.

Form of an Attornment.

BE it remember'd, That we whose Names are hereunto subscribed, being the present Tenants, &c. of, &c. understanding, &c. do assent, &c. and do therefore attorn, and in a Testimony of such Attornment, each and every of us did give Six-pence; and also have hereunto subscribed our Names the 21st Day of, &c.

Witnesses,

A. B.

C. D.

T. H.

H. K.

J. L. &c.

Averland, The Tenant of *Averland* was obliged to work for his Lord *cum Averis*, and that Work in Latin is call'd *Averagium*, i. e. Work with Horses, Oxen, Wains, Carts or Carriages, to carry his Hay, Corn, &c. which Carriage within the Precinct of the Manor, was call'd *In-average*; if the Carriage was out of the Manor, it was call'd *Out-average*; if the Carriage was with Horses only, then it was call'd *Horse-average*; the Tenants of *Averland* were call'd or term'd *Aver-manni*. Gurd. Hist. 578.

Amptill.

Ampthill. By Stat. 33 H. 8. c. 37. ' All Manors, Parks, Messuages, Lands, Tenements, Scites of Monasteries, and other Hereditaments of the King's, lying in the Towns and Parishes of *Ampt-hill, Milbroom, Fleetwick, Maulden, Stipingley, Westoning, Houghton, Congest, Wisbamsted, Lisset-ington, Husbandcrauley, Rigemond cum Sagono, Aspley, Geys, Cliphill, Caynoo, Shefford, Crains-field, Pollox-Hill, Harlington, Todington, Barton, Shitlington, Chalgrave, Mariston, Wooburne, Ever-shall, Milton, Brain, Warden, Elstow, Candewell, Donistable, Salsford, Holcoote, Bedford, Wooton, Kempston*, and the Manor of *Cobneworth* in the County of *Bedford*, or else in the Hamlets, Towns or Parishes of *Newport-Pannell, Tikforth, Molso, Great Lidforth, Little Lidforth, Stewkley, Little Brickhill, Bow Brickhill, Wavingdon, North Crau-ley* and *Swanburne* in the County of *Buckingham*, shall be perpetually annex'd to the Manor of *Ampt-hill*, and be taken as Parcel of the same Manor; and the same Manor, with the other Manors, Lands, &c. shall be call'd the Honor of *Ampthill*.

Aylesbury, Co. *Buckingham*, is recorded in *Domesday* for ancient *Demesne*. *Gurd. Hist.* 226.

Aylesham, Co. *Norfolk*, is held by Copy. See **Customary Manors**.

Bailiff, The Bailiff of a Manor's Duty is to attend the Execution of the Commands and Process of the Court, and to make return thereof when he hath executed them, and to do other Things mention'd in his Oath. See **Surrender**.

Grant of a Bailiwick.

TO all People to whom this present Writing shall come: I J. C. of, &c. send greeting. Know ye, That I the said J. C. on the Fidelity, Circumspection, and due Diligence of my beloved Servant T. B. to me and my Posterity hereafter to be

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be done and performed, very much relying and confiding, have made, ordained, and by this my present Writing do constitute the said T. B. of, &c. Collector and Receiver of all and singular my Rents, Revenues, Fines, Amerciaments, and Estreats of Courts-Leet, or Views of Frankpledge there; and all other Profits by Reason of the said Courts-Leet, or Views of Frankpledge, any Ways arising, emergent or coming: To have, hold, exercise and occupy the said Office to the said T. B. by himself, so long as he shall well behave himself towards me, and the same shall well and truly pay and satisfy; taking of me for his Wages yearly five Pounds, at the Feasts, &c. by equal Portions, by mine own Hands, after his Accounts, and full Payment at every half Year, and the Gifts, Rewards and Emoluments to the same Office due and accustomed. In Witness whereof, &c.

The Form of a Bailiff's Oath.

YOU shall swear, that you shall well and truly serve our Sovereign Lord the King, and the Lord of this Leet, in the Office of a Bailiff of the same Manor for the Year ensuing; you shall duly and truly execute all such Proceſs as shall be directed unto you from this Court, and well and truly collect all Rents, Revenues, and other annual Profits, and of the same a true and lawful Account give at the End of the said Year, and of all other Matters appertaining to your Office.

So help you God.

Bailiff's Fees in a Court-Baron.

	l.	s.	d.
Upon every Admittance	0	2	4
For every Summons	0	0	4
For executing every Proceſs	0	0	4
E 2			For

	l.	s.	d.
For summoning the Jury	0	1	0
For summoning of Witnesses upon a } Warrant	0	0	4

Bakton, Jeffrey Arblaster, held certain Land in Bakton in Devonshire, by Serjeanty, to be Keeper of the Gaol of Exeter. Pla. Cor. de Anno 9 Edw. 1. Devon. Blount 44.

Bankrupt, An Innkeeper who was a Copyholder of Inheritance, became a Bankrupt: It was adjudg'd that his Copy Lands were within the Statutes of 13 Eliz. cap. 7. and 21 Jac. cap. 19. for these Statutes make all Lands, Tenements and Hereditaments liable, which are general Words, and comprehend Copyholds; but in this it was adjudg'd, that the Innkeepers Lands were not subject to those Statutes; but the Reason was, because he had purchas'd them long before he was an Innkeeper, and no Fraud was found in him. Cro. Car. 549. W. Jones 437. March 34.

Copyhold Lands have been adjudged to be comprehended under the general Words of Lands, Tenements and Hereditaments; in the Stat. 21 Jac. 1. the Reason is, because Copyhold Lands are expressly mention'd in the Statute of 13 Eliz. and that subsequent Act 21 Jac. 1. is explanatory of the former; another Reason of that Judgment was, because the Lord of the Manor could not be injured; for the Person to whom the Commissioners assign the Bankrupt's Estate must be admitted, and pay a Fine to the Lord for such Admittance. Hardr. Rep. 432. The Duke of York against Sir John Marsbam.

See Extent.

Where a Bargain and Sale is made by Commissioners of Bankrupts, the Estate of the Copyholder is vested in the Bargainee before Admittance, though he may not enter and take the Profits until Admittance: The Bargain and Sale binds the Copyholder

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pyholder, and bars his Estate, and he is no Copyholder after the Bargain and Sale inrolled: And where Custom is that the Wife shall have her Widow's Estate after the Death of her Husband, the Copyholder dying after the Bargain and Sale, his Wife shall be barr'd of her Widow's Estate. Cro. Car. 569. Parker against Bleeke.

Bargain and Sale of Copyhold Lands by the Commissioners.

‘ **T** His Indenture, made, &c. between S. E. Esq; ‘ E. T. Esq; and J. J. Esq; of the one ‘ Part; and R. W. of, &c. R. B. of, &c. D. M. of, ‘ &c. E. C. of, &c. W. E. of, &c. of the other Part, ‘ Witnesseth, That whereas upon Complaint made to ‘ the Rt. Hon. Charles Lord Talbot, Baron of Hensol, ‘ Lord High Chancellor of, &c. by E. S. &c. as ‘ well for himself as for all other the Creditors of ‘ F. M. late of W. &c. That whereas the said ‘ F. M. using and exercising the Trade of Merchandize by way of Bargaining, Exchange, Bartering and Chevisance, seeking his Trade of Living by buying and selling, upon good and just Cause, for Wares and Merchandize to him sold and delivered, and also for ready Money to him lent, being indebted to the said E. S. and other his Creditors, in divers and several Sums of Money, amounting in the Whole to the Sum of ‘ *** Pounds and upwards; of late, (that is to say) about the Month of March in the Year, ‘ &c. did become Bankrupt within the several Statutes lately made against Bankrupts, to the Intent to defraud and hinder him the said E. S. and other his Creditors, of their just Debts and Duties to them owing, (viz.) within the Statute made in the Parliament, begun and holden at Westminster, the second Day of August, in the

13th Year of the Reign of our late Sovereign Lady
 Q. Eliz. concerning Bankrupts; and within the
 Statute made in the Parliament begun and holden
 at *Westminster* aforesaid, &c. (as before) or with-
 in some or one of them: Our said Sovereign
 Lord the King's Majesty that now is, by his most
 gracious Commission under the great Seal of
 Great Britain, bearing Date at *Westminster*, the
 19th Day of *October*, &c. directed to the said
 S. E. E. T. and J. J. Esqs; and unto F. W. Gen.
 and J. P. Gen. hath named, assigned, constituted
 and ordained the said S. E. E. T. and J. J. Esqs;
 and F. W. and J. P. his Majesty's special Com-
 missioners, giving full Power and Authority
 unto them, four or three of them, whereof the
 said S. E. or E. T. to be one, to execute the said
 Commission, according to the same Statutes, and
 every or any of them, not only concerning the
 said F. M. his Body, Lands, Tenements, Free-
 hold and Customary Goods, Debts and other
 Things whatsoever; but also concerning all other
 Persons, which by Concealments, Claim or other-
 wise, do or shall offend touching the Premises or
 any Part thereof, contrary to the true Intent and
 Meaning of the same Statutes, and every or
 any of them, to do and execute all and every
 Thing and Things whatsoever, as well towards
 and for Satisfaction and Payment of his said Cre-
 ditors, as towards and for all other Intents and
 Purposes, according to the Ordinance and Provi-
 sion of the same Statutes, as in and by the said
 Commission, and the Complaint in Writing there-
 unto annexed, more plainly and at large it doth
 and may appear. And whereas the said S. E.
 E. T. and J. J. do further find, that at the Time
 that F. M. became Bankrupt, as aforesaid, he the
 said F. M. and J. his Wife, were and stood seiz-
 ed to them, and to the Heirs of the said F. M. ac-
 cording

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' cording to the Custom of the Manor of *W.* in
 ' the County of *E.* of one Copyhold, or Customa-
 ' ry Messuage or Tenement, called *C.* with a Gar-
 ' den and Orchard thereunto belonging, now in
 ' the Tenure or Occupation of the said *F. M. &c.*
 ' holden by Copy of Court-Roll, of the aforesaid
 ' Manor of *W.* all which Copyhold or Customary
 ' Premises, the greater Part of the abovenamed
 ' Commissioners by the said Commission authorized,
 ' have caused to be viewed and arrented, and the
 ' respective Estates of the said *F. M.* of and in
 ' the same, to be appraised to the best Value they
 ' may; and accordingly the same have been viewed,
 ' arrented and appraised by *J. K.* and *R. F.* Men of
 ' sufficient Skill and Judgment for the Doing there-
 ' of, in Manner and Form following, (that is to
 ' say,) the aforesaid Messuage or Tenement called
 ' *C.* and the Garden and Orchard thereunto be-
 ' longing, in the Occupation of the said *F. M.* si-
 ' tuate, lying and being at *W.* aforesaid, to be let
 ' for the yearly Rent of *five Pounds* of lawful Mo-
 ' ney of *Great Britain*, and the Estate of the said
 ' *F. M.* therein, worth to be sold for ninety Pounds,
 ' of like lawful Money, &c. The said *S. E. E. T.*
 ' and *J. J.* with the Consent, and at the Request
 ' of the Creditors of the said *F. M.* for and
 ' in Consideration of the Sum of *897 l.* of
 ' lawful Money of *Great Britain* unto the said
 ' *S. E. E. T.* and *J. J.* by the said *R. W. R. B.*
 ' *D. M. E. C.* and *W. E.* to the Use, Benefit and
 ' Behalf as well of themselves, as also of all other
 ' the Creditors of the said *F. M.* that have sued
 ' forth, and have joined, and that shall hereafter
 ' join in the Prosecuting of the said Commission, as
 ' much as in them the said *S. E. E. T.* and *J. J.*
 ' doth lie, and they lawfully may, grant, bargain
 ' and sell, do by these Presents as much as in
 ' them lieth, and they lawfully may, grant, bar-
 ' gain

gain and sell unto the said *R. W. R. B. D. M.*
E. C. and *W. E.* all that the aforesaid Copyhold
 or Customary Messuage or Tenement, called *C.*
 with the Garden and Orchard thereunto belong-
 ing, and now in the Tenure or Occupation of
 the said *F. M.* holden by Copy of Court-Roll of
 the foresaid Manor of *W. &c.* together with all
 Woods, Underwoods, Commons, Pastures, Feed-
 ings, Ways, Watercourses, Easements, Profits,
 Commodities and Appurtenances whatsoever, un-
 to all and every the said Copyhold, or Customa-
 ry Premisses thereby granted, and every Part and
 Parcel thereof, belonging or in any wise apper-
 taining, or therewithal usually letten, occupied
 or enjoyed, and all the Estate, Right, Title,
 Interest, Use, Possession, Reversion and Rever-
 sions, Remainder and Remainders, Claim and
 Demand whatsoever of the said *F. M.* of, in and
 to all and singular the Premisses hereby granted,
 and of every Part and Parcel thereof, with the
 Appurtenances; *To have and to hold* all the
 said Copyhold, or Customary Messuage or Tene-
 ment, called, *&c.* and every Part and Parcel there-
 of, with all and every the Appurtenances, unto
 the said *R. W. R. B. D. M. E. C.* and *W. E.*
 their Heirs and Assigns, to their own proper Use
 and Behoof for ever, according to the Custom of
 the said Manor, whereof the same be respective-
 ly holden as aforesaid; *And to have and to hold*
 all and singular the said Close or Pasture Ground,
 called *H.* and the said Close of arable Land
 thereunto adjoining, and every Part and Parcel
 thereof, with all and every the Appurtenances,
 unto the said *R. W. R. B. D. M. E. C.* and
W. E. and their Assigns, to their own proper
 Use and Behoof, for and during the natural Life
 of the said *F. M.* according to the Custom of
 the Manor of *A.* aforesaid, yielding, paying, per-

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performing and doing unto the said several Lords of the several Manors before-mentioned, of whom the Copyhold, or Customary Premises hereby granted are respectively holden, all and every the Fines, Rents, Duties and Services, of Right used and accustomed to be yielded, payed, performed and done for the same. *In Witness, &c.*

N. B. *In making up your Court-Roll, this Deed must be set forth, then proceed as in others; That they are admitted, &c.*

[See Admittance.] Mortgage.

Bar, *Morinus de la Bar*, held eight Acres of Land at *La Bar* in *Devonshire*, of the King in *Capite*, by Serjeanty, to pay to the King a Salmon, and two barbed Arrows, as often as the King should Chase or Hunt in *Exmore Forest*. *Pla. Cor. de Anno 9 Edw. 1. Devon.*

Bar, A Custom for a Copyholder, Tenant in Tail, to make a *Lease* for Years without *Licence*, to commit a *Forfeiture*, on purpose to *bar* the *Entail*, and to transfer the Lands over to another, is a good Custom, and is but in the Nature of a *Surrender* or *Common Recovery*. 2 Saund. 422. *Cople* and *Grantham*. And in such Cases the Lord may not admit any other but him to whom it is appointed by the Tenant. 1 Sid. 314.

See Bankrupt, Copyhold, Copyholder, Fine.

Bargain and Sale.

Of Copyhold Lands.

THIS Indenture made, &c. between J. R. of, &c. on the one Part, and M. L. of, &c. on the other Part, witnesseth, that the said J. R. in Consideration of the Sum of 500 l. &c. whereof, &c. hath bargain'd and sold, and by these Presents, &c. unto the said M. L. and his Heirs, one Messuage or Tenement, being Customary

" mary or Copyhold Land, 'belonging to the Manor
 " of *L.* in the County of *D.* with a Curtilage, and
 " the Gardens thereunto adjoining, commonly called,
 " &c. all which Premisses were some Time the
 " Lands and Tenements of *A. B.* and are now in
 " the Tenure and Occupation of the said *M. L.* or
 " his Assigns, by Virtue of a Lease to him thereof
 " granted by the said *J. R.* by Licence of the
 " Lord, for divers Years yet to come: And the
 " said *J. R.* covenanteth, &c. That he the said *J.*
 " at the enfealing and delivering of these Presents,
 " is lawfully seised thereof in good and perfect
 " Estate in Fee-simple, of the Nature of Copyhold,
 " according to the Custom of the said Manor of *L.*
 " of all and singular the Premisses, with the Ap-
 " purtenances, as descended and come by Custom
 " of the said Manor unto the said *J. R.* from *W. R.*
 " deceased, Father of the said *J.* discharged, or
 " otherwise saved harmless, of and from all former
 " Bargains, Sales, Surrenders, Forfeitures and In-
 " cumbrances whatsoever, had, made, committed
 " or done by the said *W. R.* (the Lease above-men-
 " tion'd always excepted;) and for that the Pre-
 " misses are holden of the said Manor by Copy of
 " Court-Roll, That he the said *J.* before the Feast
 " of, &c. at the Costs and Charges of the said *M.*
 " his Heirs, Executors and Administrators, shall and
 " will surrender the Premisses into the Hands of
 " the Lord of the said Manor for the Time being,
 " in such Sort as by the said *M. L.* his Heirs and
 " Assigns, or his or their Counsel learned in the
 " Law, shall be devised or required, to the Intent
 " that the said Surrender may be presented by the
 " Homage of the said Manor; and that the Lord
 " of the said Manor for the Time being, may, at
 " his Pleasure, grant the Premisses to the said *M. L.*
 " and his Heirs, to hold the same by Copy of
 " Court-Roll, according to the Custom of the said
 " Manor;

Manor; and that he the said J. R. and his
 Heirs, shall and will, at the Costs and Charges
 of the said M. L. his Heirs, Executors and Ad-
 ministrators, from Time to Time, acknowledge,
 perform, do and execute, and suffer to be done,
 performed, acknowledged and executed, all such
 reasonable Act and Acts, Thing or Things, which
 by the said M. his Heirs or Assigns, or his or
 their Counsel learned in the Law shall be reason-
 ably devised, advised and required, for the law-
 ful and better Assurance and Conveyance of all
 and singular the Premises to the said M. and his
 Heirs, according to the Custom of the said Ma-
 nor, and according to the true Intent and Mean-
 ing of these Presents. *Provided always*, That the
 said J. R. shall not, by Reason of any Covenant
 or Article herein contained, for the Passing of any
 Assurance or Assurances of the Premises, or of any
 Part or Parcel thereof, be enforced or compelled
 to travel out of the said County of D. Moreover,
 that the said J. R. covenanteth, &c. To deliver,
 or cause to be delivered to the said M. L. his
 Heirs or Assigns, within the Space of seven Years
 next ensuing, upon reasonable Request, all such
 Copies, Licences and Evidences whatsoever, con-
 cerning the Premises only, or only any Part or
 Parcel thereof as be in his own Hands, or in the
 Hands of any other to his Use, which he may
 obtain or come by without Suit at Law. Lastly,
 The said J. R. doth covenant, &c. that he the
 said M. L. his Heirs and Assigns, and every of
 them, shall and may lawfully and peaceably pos-
 sess, have and enjoy all and singular the Premises,
 with their Appurtenances, without any Manner
 of lawful Let, Disturbance or Eviction of the said
 J. R. and of K. R. Mother of the said J. and of
 their Heirs, or all, either, or any of them; and
 also, that the Premises shall be discharged, or
 other-

otherwise sufficiently saved harmless, of and from
 all Incumbrances had, made or suffered, either
 by the said J. or by the said Father of the said
 J. or by any other, having, holding or claiming,
 from, by or under them, or any of them (the
 Rents and Services due to the Lord of the said
 Manor and his Heirs, and the Lease aforesaid,
 always excepted.) In *Witness*, &c.

*A Bargain and Sale of Copyhold Land,
 and of Freehold Land, with Covenants
 for Assurance of each accordingly.*

T HIS Indenture made, &c. between H. H.
 E. B. and R. E. &c. on the one Part,
 and T. G. on the other Part, *witnesseth*, That
 the said H. H. E. B. and R. E. for and in Con-
 sideration of, &c. for them, their Heirs, Execu-
 tors, Administrators, and every of them, do co-
 venant and grant, to and with the said T. G.
 his Heirs, Executors and Administrators, and eve-
 ry of them by these Presents, That they the
 said H. H. E. B. and D. his Wife, and R. E.
 and F. his Wife, according to the Custom of the
 Manor of A. in the Parish of N. in the said Coun-
 ty of W. now are, or some of them now be, and
 do stand lawfully, and rightfully seised to the on-
 ly use of themselves and their Heirs, or of some
 of them and their Heirs, of, and in one Messuage
 or Tenement, with the Appurtenances, &c. and
 also, that they the said H. H. E. B. and R. E.
 according to the Custom of the Manor of B. in
 the said County of W. are and now stand seised
 to the Use of themselves and their Heirs, of, and
 in one Close, with the Appurtenances, called,
 &c. now or late in the Occupation of, &c. con-
 taining by Estimation, &c. all and singular which
 said

• said Messuages, Tenements and Closes, with
 • their and every of their Appurtenances, accord-
 • ing to the several Customs of the said several
 • Manors, did descend and come to the said *H. H.*
 • *E. B.* and *R. E.* and their Heirs, by and after
 • the Decease of *A. B.* of, &c. and also the said
 • *H. H. E. B.* and *R. E.* for them, &c. do cove-
 • nant, &c. in Manner and Form following, viz.
 • That they the said *H. H. E. B.* and *R. E.* shall
 • and will procure, and cause several Courts in the
 • several Manors lawfully, and according to the seve-
 • ral Customs of the said Manors, to be holden and
 • kept on or before the Day of, &c. and that then
 • and there at the same several Courts, the said
 • *H. H. E. B.* and *D.* his Wife, and the said *R. E.*
 • and *F.* his Wife, according to the several Cu-
 • stoms of the said several Manors, in open Court,
 • shall or will surrender all and singular the Pre-
 • misses, with all and singular their and every of
 • their Appurtenances to, and for the only Use and
 • Behoof of the said *T. G.* and of his Heirs and
 • Assigns for ever.

• And that he the said *T. G.* his Heirs and As-
 • signs, from henceforth, and from the Time of
 • the several making of the said several Surrenders,
 • according to the several Customs of the said seve-
 • ral Manors, shall, or lawfully may hold, occupy,
 • and enjoy all and singular the said Premises, with
 • all and singular the Appurtenances, and also
 • have, take, receive and enjoy, all the Issues,
 • Rents and Profits thereof, and of every Part and
 • Parcel thereof, to and for the only Use and Be-
 • hoof of the said *T. G.* and of his Heirs and As-
 • signs for ever, clearly and freely discharged, ex-
 • onerated and acquitted, or otherwise, by the
 • said *H. H. E. B.* and *R. E.* their Heirs or As-
 • signs, from Time to Time, and at all Times saved
 • harmless, of and from all and singular former

• Sur-

‘ Surrender and Surrenders, Estates, Titles, Leases,
 ‘ Dowers, Jointures, Forfeitures, Arrears of Rents,
 ‘ and other Incumbrances whatsoever, (the Rents
 ‘ and Services, according to the several Customs of
 ‘ the said several Manors, therefor of antient
 ‘ Time accustom’d to be paid and done, and from
 ‘ and after the several Making of the several Sur-
 ‘ renders aforesaid, to grow due to be paid and
 ‘ done, only excepted;) and moreover the said
 ‘ *H. H. E. B.* and *R. E.* for the Consideration a-
 ‘ fforesaid, have given, granted, bargained and
 ‘ sold, and by these Presents do fully, clearly and
 ‘ absolutely give, grant, bargain and sell to the
 ‘ said *T. G.* and to his Heirs and Assigns for ever,
 ‘ all that Close of Meadow and Pasture, being Free-
 ‘ hold, containing, &c. and all and singular such
 ‘ Deeds, Evidences, Copies of Court-Rolls, Wri-
 ‘ tings, and Muniments concerning only the Pre-
 ‘ misses, or only any Part thereof, as now be in
 ‘ the Hands, Custody, or Power of the said *H. H.*
 ‘ *E. B.* and *R. E.* or in the Hands, Custody, or
 ‘ Power of either of them, or which they or either
 ‘ of them can lawfully get, without Suit of Law,
 ‘ together with the true Copies of all other Evi-
 ‘ dences, Writings, Copies and Muniments con-
 ‘ cerning the Premises, or any Part thereof, joint-
 ‘ ly with other Lands and Tenements, they the
 ‘ said *H. H. E. B.* and *R. E.* for them, their Heirs
 ‘ and Executors, do covenant and promise to de-
 ‘ liver, or cause to be delivered to the said *T. H.*
 ‘ his Heirs and Assigns, at the Dwelling-house of,
 ‘ &c. at, or before the Day of, &c. next ensuing;
 ‘ and further, the said *H. H. E. B.* and *R. E.* do
 ‘ covenant, &c. that they the said *H. H. E. B.*
 ‘ and *D.* his Wife, *R. E.* and *F.* now the Wife of
 ‘ the said *R.* and all and every other Person and
 ‘ Persons (the chief Lords of the said several Ma-
 ‘ nors, for their antient and chief Rents and Ser-

• vices only excepted) having, or lawfully claiming
 • to have any former Right, Title, Estate or In-
 • terest in or to the Premisses, or any Part or Par-
 • cel thereof from Time to Time, and at all Times
 • during the Space of five Years next, &c. and
 • upon every reasonable Request of the said T. G.
 • and of his Heirs and Assigns, shall and will do,
 • acknowledge and suffer all and every such lawful
 • and reasonable Act and Acts, Thing and Things,
 • as by the said T. his Heirs and Assigns, or by his
 • or their Counsel learned in the Law, shall be law-
 • fully or reasonably devised, or advised, for the
 • further or better Surety, Assurance and sure-ma-
 • king of all and singular the said Copyhold Lands,
 • according to the Customs of the said Manors, and
 • all and singular the Premisses to be had and made
 • sure to the said T. G. his Heirs and Assigns, to,
 • and for the only Use and Behoof of the said T. G.
 • his Heirs and Assigns for ever, according to the
 • true Intent and Meaning of these Presents. And
 • moreover the said H. H. &c. covenants, &c.
 • That the yearly Rents and Issues, issuing out of
 • the Premisses, now paid, and usually heretofore
 • paid to the Lord of the Fee and Fees thereof, do
 • not surmount or exceed in the Whole the yearly
 • Sum of, &c. And also, That the said Freehold
 • Land above bargained by these Presents, now is,
 • and from henceforth for ever shall abide and con-
 • tinue clear and free, discharged and acquitted, or
 • otherwise by the said H. H. &c. their Heirs and
 • Assigns, shall be for ever saved harmless to the
 • said T. G. his Heirs and Assigns for ever, of and
 • from all and singular former Bargains, &c. here-
 • tofore had, made, done or acknowledged, or
 • hereafter to be had, made, done, or acknowledg-
 • ed, before any lawful Estate, by Livery and Seisin,
 • or Inrolment of these Presents, or by some other
 • lawful Ways and Means, shall thereof be had,
 • and

‘ and lawfully executed to the said T. G. and his
 ‘ Heirs, according to the true Intent and Meaning
 ‘ of these Presents. *In Witness* whereof the Par-
 ‘ ties to these Presents have hereunto interchange-
 ‘ ably set their Hands and Seals, the Day and Year
 ‘ first above written.

See Bankrupt, Bargainee, Convey-
 ance.

Bargainee, a Copyholder sold his Copyhold Estate, without expressing whether in Fee or otherwise, but surrenders it to the Use of the *Bargainee*, and the Lord granted it in Fee to him; it was adjudged good. *Cro. El. 392.*

Bargainee of a Manor by Deed indented and in-rolled, shall not take *Advantage* of the *Forfeiture* of a Copyhold for *Denial* of Payment of *Rent* to him, without Notice given to him of the *Bargain and Sale*. 8 Rep. *Fraunces's Case*, p. 90.

See Bankrupt.

Bark. See Repair, Timber, Trees.

Baron-Court, is an Assembly of Lord, Steward, Tenants, and Bailiff, within the Manor, to take and inquire of Causes concerning the Manor, and to see Justice duly executed; and this Court is of two Sorts; The one for the Trial of Titles of Land, for the Taking and Passing of Estates, Surrenders, Admittances and Grants, and herein the Lord or his Steward is Judge, and is called the Copyholders Court. The other is for the Trial of Actions under 40 s. And in this Court the Freeholders are Judges. 1 Inst. 58. a. 4 Rep. 26. *Sheppard* p. 66.

This Court must be held within the Manor, otherwise it is void; unless a Lord have two or three Manors, and Time out of Mind, the Court of all the three Manors, have been kept in one of them; this may be good. 1 Inst. 58. a.

This Court may be kept every three Weeks for Trial of Actions; and the Copyholders Court for passing Estates, and making Admittances, &c. as often as the Lord will; and although no Court hath been held Time out of Mind within the Manor, yet it is not thereby extinct and lost, for it is incident to a Manor of Common Right. 4 Rep. 26. 6 Rep. 11. Owen's Rep. 35.

The Lord of the Manor made a Lease of his Court-Baron to two of his Copyhold Tenants for two hundred Years, except his Demesnes and Services; the Lessees kept Court, and took Surrenders, &c. adjudged this was a good Lease, and the Lessees might keep Court in Order to take Surrenders, and admit Tenants. Cro. Eliz. 394. Jackson against Neal.

It was adjudged that a Man might prescribe specially to have a Court-Baron held before his Steward; or according to the Custom of the Manor; but in Fact every Court-Baron is held before the Steward. 1 Leon. 316. T. Jones 23. 1 Mod. 173. 2 Lutw. Tonkin against Crocker.

It was adjudged, That Goods could not be forfeited to the Lord of the Manor for not appearing at a Court-Baron, because this Distress is in Nature of a Pledge, to be kept safe by the Person distraining, till he whose Goods are distrained doth appear, and the Distress must be infinite till he appears; therefore the Intermeddling with the Goods after the Distress, was a Conversion thereof, and by Consequence Trover lies against him. 1 Cro. 255. Gomersall versus Ways. Telv. 194.

This is contrary to what is mentioned under Attachment, which I think is the most reasonable; for admit a Horse is distrained, the Person whose it is runs away; if the Person distraining is obliged to keep it, the Horse's Standing and Feed will amount to more than he is worth, by which he will not

only be a Loser, but be defeated of Justice; which is contrary to Reason, and the following Maxims or Rules of Law. *Common Law is Common Right*, Wood Inst. 5. 2 Inst. 55, 56. *The Law provides a Remedy for every Wrong*, 1 Inst. 197. 2d Inst. 405. 5 Rep. 100. *The Common Law is the Perfection of Reason: For nothing that is contrary to Reason is consonant to Law*, Wood Inst. 4. 1 Inst. 56. b. 3 19. b. 2 Inst. 179.

A *Plaint* was levied in a *Court-Baron*, and the Defendant was summoned to appear at the next Court, &c. the *Steward* came on the very Day, tho' late, and a little before Night, but held the Court at Night; and the *Summons* being returned served, the Defendant not appearing, Judgment was given against him, and held good, though all was done at Night; and if it had been erroneous, the Party could have no Remedy by a *Writ of false Judgment*, or otherwise, but only by his *Petition* to the Lord of the Manor. Moor 68, 69.

See *Agmondesham, Ancient Demesne, Bedminster, Executions Judicii.*

The Process in this Court is by *Summons*, *Attachment* and *Distress*, &c.

See *Appearance, Attachment, Distringas.*

The Manner of proceeding in a Court-Baron separate from a Court-Leet.

When the *Steward* is seated, let him enter the *Stile* of the Court in Manner following.

<p>The Manor of Glatton with Holme.</p>	}	<p>The Court-Baron of J. C. Esq; held the 14th Day of, &c. in the Year of our Lord, &c. at Glatton aforesaid, in and for the Manor aforesaid, before G. B. Steward thereof.</p>
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Then

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Then let the Bailiff make Proclamation in Manner following.

Oyes,

ALL Manner of Persons, that have any Thing to do in the Court-Baron of J. C. Esq; held here this Day, in and for the Manor of Glatton, draw near and give your Attendance.

Oyes,

IF any Person will enter any Complaint, let him come into Court, and he shall be received.

And if any appear and make their Complaints, the Steward must enter the same after the following Manner, (leaving a Thumb's Breadth or more between each Complaint, for inserting Appearances, Defaults, Pleas, &c.)

N. B. No Complaint or Action lies here, where the Debt or Damages is above 40 s.

A. B. complains of C. D. in a Plea of Debt, for 39 s. 11 d.

C. D. complains of E. F. in a Plea of Trespass on the Case, to the Damage of 38 s. 10 d.

K. L. Widow complains of G. H. of a Plea that he render Goods and Chattels to the Value of 28 s. 6 d.

J. S. complains of S. T. of a Plea of Trespass and Assault, &c. to the Damage of 30 s.

And after the Entry of each Complaint, the Steward is to call the Plaintiff therein three Times, thus:

A. B. appear at this Court, or you lose your Complaint.

And if the Plaintiff appear by Attorney, then let him enter the Warrant of Attorney, (viz.) his

F 2

Name

Name over the Plaintiff's Name, and then call the Defendant three Times, thus, (*viz.*)

C. D. (or E. F. or G. H. &c.) appear and answer to A. B. (or K. L. &c.) in a Plaint for Action of Debt, (or Trespass, on the Case, Trover, &c.) or you forfeit your Goods distrained, and further Process will be awarded against you.

If the Defendant appear by his Attorney, the Steward enters his Name over the Defendant's.

N. B. The Plaintiff has Time to declare till the next Court-Day after the Defendant's Appearance; and the Defendant imparls till the next Court-Day after, when he is to plead.

When the Defendant has put in his Plea, if the Plaintiff join Issue thereupon, they may proceed to Trial the next Court-Day, (if they proceed not further by Replication, Rejoinder, &c.) and on Joining Issue, the Steward must issue a *Venire facias*, (See *Venire facias*.)

And, when the Panel is returned, enter on the Head thereof.

The Jurors between A. B. Plaintiff, and C. D. Defendant, of a Plea of Debt (or Covenant.)

When the Jury are brought to the Bar, the Bailiff must make Proclamation.

Oyes,

YOU, good Men, that are here impanelled to try the Issue joined between A. B. Plaintiff, and C. D. Defendant, answer to your Names at the first Call, upon the Pain and Peril that shall fall thereon.

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When there is a full Jury, they must be sworn thus, viz.

YOU shall well and truly try the Issue joined between A. B. Plaintiff, and C. D. Defendant, according to your Evidence.

So help you God.

Let them kiss the Book.

And as they are sworn, the Steward must enter before every Man's Name, sworn, and being all sworn, he must bid them stand together and hear their Evidence.

Then call the Witnesses, and as they appear in Order to give Evidence, they must be sworn severally thus,

THE Evidence which you shall give to this Inquest, touching the Matter in Variance between A. B. Plaintiff and C. D. Defendant, shall be the Truth, the whole Truth, and nothing but the Truth.

Kiss, &c.

So help you God.

And after all the Evidence is given, the Steward must sum it up to the Jury, and let them depart to agree upon their Verdict, and when they are agreed, and returned into Court, let the Bailiff call them over, and every Man answer to his Name distinctly; and then the Steward must say,

ARE you all agreed of your Verdict? And if the Jury reply, yes; he must say, who shall say for you? Jury, *The Foreman*: Then the Steward must call the Plaintiff thrice; and say, A. B. appear, or you lose your Plaint: And, on the Plaintiff's Appearance, ask the Jury,

Gentlemen, Do you find for the Plaintiff, or for the Defendant; and if they reply, for the Plaintiff; ask them, what Damages do you assess?

Jury reply, *Six Pence*: Then say you, *Gentlemen*, hearken to your *Verdict*; you say you find for the *Plaintiff*, and assess *Damages Six Pence*, and *Costs of Suit*, and so you say all? They reply, *Yea*.

Then the *Plaintiff* must pay the *Jury*, and the *Steward* enter the *Verdict*, as it is found.

See **Leet-Court, Plaintiff.**

Baron and Feme, A Copyholder in Right of his Wife, surrenders out of Court into the Hands of the *Steward*, and she was examined by him; and it was not proved that he was *Steward* by *Patent*, nor any special Custom to warrant it; yet it was adjudged good. *Cro. James* 526. *Smithson* against *Cage*.

Copyholders **Baron and Feme**, to them and the Heirs of the Husband: The Husband dies; the Heir may surrender his Reversion before any Admittance, and during the Life of the Wife, and it is a good Surrender, for the Reversion was cast upon him, by the Surrender before any Admittance. 1 *Roll. Abr.* 499. *Calchin* and *Calchin*.

Baron and Feme Copyholders, to them and their Heirs; the Baron, in Consideration of Money paid by him to the Lord, obtained an Estate of the Freehold to him and his Wife, and to the Heirs of their Bodies. Baron dieth having Issue, the Feme enters and suffers a Recovery, and his Heir enters, by *Stat. 11 H. 7*. The Entry is lawful; for the Copyhold by the Acceptance of the new Estate is extinguished. *Cro. El.* 24. *Skocbridge's Case*.

Barry, *Richard* Seys paid 6 s. 8 d. to Lord *Windsor*, for Rents of *Ward*, and *Castle-Gard Silver*, for the Lordship of *Barry*, Co. *Glamorgan*. *E. MS. Supervis. capt. Anno 1666. in Custod. Authoris ipsius*,

Bath,

Bath, J. Bishop of *Bath* fined in three hundred Marks, that in what Part of the Year soever the said Bishop or any of his Successors should die, he and his Successors, notwithstanding any Usage to the contrary, might have all their movable Goods, and all the Product, as well of their Land sowed before their Death, as also of their Vineyards; accruing that Year, *to wit*, until *Michaelmas* next after such Death, so that neither the King, nor any of his Heirs, nor any of their Bailiffs, might intermeddle therewith, but the same to be at the free Disposal of the said Bishops Successors, and their Executors; and the said Executors to have likewise the Use of the Courts, Granges, Wine-Presses, Granaries, and other Houses of the said Bishops, to lay up and keep the said Goods in, until the same ought reasonably to be delivered up by the said Executors to such Persons as should gather in the Fruits of the following Year. *Madox's Hist. Excheq.* 289.

Battle Abby, the Tenants ought to mow, spread, turn, load and carry in the Lord's Manor, and to pitch to the Mow, one Acre of the Lord's Meadow. And also to find one Man for the whole Autumn to heap up the Lord's Corn in the said Manor, whilst the Lord's Mow of Corn is there. *Customar' de Bello in Com' Suffex.* *Blount* 164.

Beckingtreet Hundred, *John de Parker* held Half a Hide of Land, by Serjeanty of being Keeper of the King's Park, and Woods about the same, which is valued at Half a Mark a Year. *Blount* 50.

Bedminster, in the Manor of *Bedminster Co. Dorset*, is this Custom, that a Copyholder ought to nominate his Successor, otherwise the Land shall escheat; and it has been allowed to be a good Custom. *Lex Cust.* 35. See *By-law*.

Beedle. See *Reeve*.

Behaviour Good. See *Steward*.

Benham, *Fulk Fitz-Warren* held certain Lands in *Benham Co. Gloucester*, of *Thomas Lord Berkley*, Lord of *Brimmesfield*, by Serjeanty, to carry a Horn in *Brimmesfield Park*, between the Feast of the Assumption and Nativity of *St. Mary*, B. V. at such Time as the King shall Hunt there. *Blount* 132.

Bereafston, was made a Borough by its ancient Lords, but sent no Burgesses to Parliament till 27 *El.* The returning Officer is the *Portreeve*, who is annually chosen in the *Lord's Court*, by the *Freeholders*. *Gurdon's Hist.* 244.

Berkholt, *Co. Suffolk*, in the Time of King *Henry 3d*, the Custom was such, That when the Tenants would marry their Daughters, they give to the Lord for the Marriage of them, two Ores, (a *Saxon Coin*) which they valued at thirty-two Pence. *Blount's Tenures* 159. *Qu.*

Berland, is a Term for Land held by the Service of bearing or carrying the Lord's or his Steward's Provision of Victuals or the like, in their Remove from Place to Place. *Somner Gavel.* 118.

Berneводе. See *Burstal*.

Bill, a Copyholder accepts to hold his Land by *Bill* under the Lord's Hand, and not by *Copy*, this determines the Copyhold. *Anderson* 199. *Coleman* against *Bedel*.

Bill of Sale of Goods levied.

KNOW all Men by these Presents, That I *James Vinter* of *Huntingdon*, in the County of *Huntingdon*, *Bailiff* of the Liberty of the Hundred of *Normancross*, in the County aforesaid, by Virtue of a Precept of *Fieri facias* from the Steward of the Court, within the Liberty aforesaid, to me directed, have levied of the Goods and Chattels of, &c. the Sum of, &c. being a Debt due to *T. M.* and levied, by Virtue of the said Precept, to his Use,

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in full Satisfaction of which said Sum of, &c. I do, by Virtue of the Precept or Warrant to me directed, as aforesaid, assign, sell, and set over, to the said T. M. all the Goods and Chattels in the Appraisement hereto annexed, valued and nominated at the Rate of, &c. To have and to hold the said Goods and Chattels to him, his Heirs, Executors and Administrators, as his, and their own proper Goods, as fully and absolutely as I the said James Vinter might, could, or ought to do, by Virtue of the said Precept and Appraisement, or otherwise howsoever. In Witness, &c.

Bilsington, the Ancestors of the Earls of Arundel held the Manor of Bilsington Co. Kent, which was valued at 30 l. a Year, by Serjeanty, to be Cupbearer to the King on *Whitsunday*. Pla. Cor. 21 Ed. 1. Rot. 34. Kent.

Robert Bernham Esq; held the Manor of East Bilsington in the County of Kent, of the King, by the Service of presenting the King with three *Maple Cups* on the Day of his Coronation. Inq. 23. Edw. 3. Blount p. 7.

Bishop, if a Bishop let Copyhold Land for Life, rendring the ancient Rent; it is not good, because the Successor cannot *distrain* on the Copyholder for Rent; but if it be of a Manor to which a Copyhold belongs, it is good. Lit. Rep. 305. in *Sheere's Case*.

See Bath, Corporation, Hereford, Lincoln.

Bishops Castle, all the Burgesses of Bishops Castle in Shropshire, ought to find a Man thrice a Year, to drive Deer to a Stand in Order to the Shooting them, or into Buckstalls or Deer-Hays for taking them, at the Bishop's Pleasure. *Liber niger, Heref.*

Within the Manor of Bishops Castle in Shropshire, Howel de Lydon, and William ap John held one Yard-land, paying 3 s. at the Feast of *Pentecost*, and

3 s. at *Michaelmas*, or three Plow-Shares, three Coulters, and to repair the Iron-work of three Plows, at the Election of the Bishop's Bailiffs. *Ibid.*

Blakeburnschire. See **Singelton.**

Bockland. See **Copyhold.**

Boghton, *John Mauduit* held the Manor of *Boghton Co. Oxford*, of the King in *Capite*, by the Serjeanty of Mewing one of the King's Goshawks, or carrying it to the King's Court. *Pla. Cor.* 13 *Ed. 1. Rot. 50. Dorso.*

Bokhampton, *John le Bay* held two Hides of Land of the King in *Bokhampton* by Serjeanty, of keeping a Kennel of little Hounds called *Harrriers*, at the King's Charge. *Pla. Cor. apud Windsor,* 12 *Ed. 1. Rot. 28. in Dorso.*

Bolton Co. York, The Case was this: The Plaintiff was possessed of an antient Water-mill, and the Custom within the Manor of Bolton, in the Parish of *H.* is, that every Tenant of the said Manor, living in an antient Messuage, to which twenty Acres of Land do appertain, did always bring his Corn yearly growing on those twenty Acres, to the said Mill to be ground, so long as he lived in such Messuage; so brings the Defendant into the Custom, and avers, that he did not bring his Corn to grind in that Mill; upon the general Issue pleaded, the Plaintiff had a Verdict, but the Judgment was set aside; because 'tis against the Nature of a Custom to apply it to one particular Tenant within a Manor; but a Copyholder may apply a Custom in a Parish to a particular Place therein, because he cannot prescribe. 1 *Lutw. Rep.* 126. *Nicholson* against *Smith.* 1 *Vent.* 97. *Popham* 204. *Jenkins's* Case.

Bondby, *Edward Botiler, Knt.* and *Anne* his Wife, Sister and Heir of *Hugh le Despencer*, held the Manor of *Bondby* in *Lincolnshire*, by the Service of carrying a White Rod before the King on
Christmas-

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Christmas-Day, if the King is in the County on that Day. *Pas. Fines*, 4 *Hen. 4.* *Blount* 135.

Bordland comes from the Saxon Word *Bord*, a Board or Table, and also means a House, as *Innan Bord & Ut*, i. e. within Doors and without; *Bordland* was such Part of the Lord's Demesnes as he appointed to furnish his Table with Poultry, Eggs, Ducks, Geese, and such Sort of the Produce of a rural Farm. *Bordland*, says *Bracton*, is *Dominicam ad mensam*; the Land had a House belonging to it for the better Breeding up of Fowls. The Occupiers are called in *Domesday*, *Bordarii & Bordmanni*. *Gurd. Hist.* 579.

Bough, Copyholder may justify Cutting Boughs for Housebote, Hedgebote, Cartbote, &c. 2 *Brownl.* 329. *Heydon and Smith*.

A Copyholder, by the Common Law, may lop off under Boughs without Special Custom; but the Amputation of the Top Boughs will cause the Putrefaction of the whole Tree, and that is Waste, and so a *Forfeiture*. *Cro. El.* 361. *Dawbridge v. Cocks*.

Bound, If a Copyholder removes or defaceth the *Bounds* of a Copyhold, *Chancery* will design the *Bounds*; but Parcel or not Parcel of a Copyhold, belongs to the Common Law to try. *Hesl. 2.* *Blackhall and Thursby*.

Bowden, The Issue was, whether the Manor of *Bowden* in *Northamptonshire* was *Ancient Demesne*; and thereupon the Court awarded, that the Plaintiff should produce *Domesday-book* in Court, in the *Octave of Michaelmas-Term*; and accordingly the Book was brought into Court at the Trial; by which it appeared, that the Manor of *Bowden* in *Leicestershire* was *Ancient Demesne*, but *Bowden* in *Northamptonshire* was not. 1 *Brownl.* 43. *Griffin against Palmer*. *Hob.* 188.

Bzay,

Bray, In *Ejectment* the Defendant pleaded in *Abatement*, that the Lands were *Parcel of the Manor of Bray*, which was *Ancient Demesne* held of the Crown, &c. and that the Lands were impleadable only in the Court of the Manor, and upon a Demurrer to this Plea the Plaintiff had Judgment, because *Parcel or not Parcel*, is triable at Common Law; he should have pleaded, that the Lands were *Ancient Demesne held of the Manor of Bray*, which is *Ancient Demesne*; and this would have made them impleadable in the Lord's Court only, and not elsewhere. 1 Salk. 56. *Barker against Wich.*

Brayles, In K. Edw. I.'s Time *Adam Underwood* held one Yardland in *Brayles Co. Warwick*, of *William, Earl of Warwick*, paying therefor seven Bushels of Oats yearly and a Hen, and working for the Lord from *Michaelmas* to *Lammas* every other Day, except Saturday, viz. at Mowing, as long as that Season lasted, for which he was to have as much Grass as he could carry away with his Scythe; and at the End of Hay-harvest, he and the Rest of his Fellow-Mowers to have the Lord's best Mutton, except one, or sixteen Pence in Money, with the best Cheese, save one, or six Pence in Money, and the Cheese-Vat, wherein the Cheese was made, full of Salt; from *Lammas* to *Michaelmas* he was to work two Days in the Week, and to come to the Lord's Reap with all his Household, except his Wife and his Shepherd, and to cut down one Land of Corn, being quit of all other Work for that Day; that he should likewise carry two Cart-loads and an Half of the Lord's Hay, and seven Cart-loads of Stones for three Days, and gather Nuts for three Days. And in Case the Lord kept his *Christmas* at his Manor of *Brayles*, to find three of his Horses meat for three Nights; that he should plough thrice a Year,

Year, viz. six Selions, and make three Quarters of Malt for the Lord, and pay for every Hog he kept above a Year old, 1 d. and for every one under, a Half-penny; and lastly, that he and the Rest of the Tenants of this Manor, should give twelve Marks yearly to the Lord at Michaelmas, by Way of Aid, and not make their Sons Priests, nor marry their Daughters, without Licence from the Lord. Blount 20, 21. Qu. Whether this last is not abolished by Stat. 12 Car. 2. c. 24.

Breaking. See **Trespass.**

Brewers. See **Utiuallers.**

Bridge. See **By-Law.**

Bride, Antiently the Lords of several Manors claim'd the first Night's Lodging with their Tenants Wives; this Custom was afterwards chang'd into the Payment of a certain Sum. *Gurdon's Hist.* 583, &c.

See **Beckholt, Builth, Fiskerton, Mozeon.**

Brodeham, Jeffery de la Hull and Millicent his Wife, held one fourth Part of a Yardland in Brodeham in Devonshire, by Serjeanty, to be the King's Bailiff in that Hundred. *Pla. Cor. de Anno,* 9 Edw. 1. Devon.

Bromesgrove, In a Special Verdict in *Trespass*, the Jury found that the Lands, &c. were held of the Manor of Bromesgrove in Worcestershire, which is an *Ancient Demesne*, and that the Defendant was seised thereof; and upon a Judgment obtained against him by the Plaintiff, he brought an *Elegit*, by Virtue whereof the Sheriff extended the Lands, and delivered them to the Plaintiff in Execution, who entred, upon whom the Defendant re-entred; and thereupon the Plaintiff brought an Action of *Trespass*; and here again the Question in Law was, whether Lands in *Ancient Demesne* could be delivered in Execution upon an *Elegit*:

It

It was admitted, that a Freehold in *Ancient Demesne* could not be delivered in Execution, or recovered in any of the Courts of Common Law; and that *Ancient Demesne* is a good Plea, even where the Possession is to be recovered; but that is not the Case; for here a *Trespas* was brought for a Wrong done, in which Action *Ancient Demesne* is no good Plea; because tho' the *Freehold* may come in question, yet this Action is founded on a Wrong: 'Tis true in the principal Case, the Possession of the Lands is recovered by the Act of the Sheriff, and by Virtue of a Judgment obtained in a Court of Common Law; but the Land it self was never in Question upon any of the Proceedings; and since the Judgment is in Force, the *Elegit* doth warrant the extending the Defendant's Lands; and those Lands in *Ancient Demesne* are his Lands, as well as those that are not held by that Tenure; therefore, neither the Sheriff who acted in Obedience to the Writ, nor the Plaintiff to whom he delivered the Lands in Execution, by Virtue of the Writ, are punishable in an Action of *Trespas*. *Hob. 47. Cox v. Barnsly, &c.*

In a *Writ of Disceit* the Plaintiff set forth, that he was seised in Fee of the Manor of *Bromesgrove* in *Worcestershire*, which Time out of Mind was *Ancient Demesne*; and that all Lands held of the said Manor are pleadable in the Court of the Manor aforesaid by *Petit Writ of Right Close*, and that the Defendants, intending to defraud the Plaintiff of the Profits of the said Manor, had levied a *Fine* in the Court of *Common Pleas* at *Westminster*, of certain Lands, Parcel thereof, by Reason whereof these Lands were now become *Frank Fee*, and pleadable at Common Law to the Disinheriton of the Plaintiff, and to his Damage 40 *l.* Upon a Demurrer to this Declaration it was objected, that it was ill; because the Plaintiff had set forth, that the Lands
were

were pleadable in the Manor Court, but did not shew before whom the Court was held; but the Objection was disallowed, and the Fine was reversed, because it was levied *coram non judice*, which makes it entirely void. 1 Lutw. 711. Countess of Plymouth against James.

Broughton, The Manor of Broughton in Oxfordshire, was held by the Serjeanty, of Mewing one of the King's Hawks. *Paroch. Antiq.* 569.

Builth, In the Manor of Builth, in the County of Radnor, every Tenant paid *Maiden Rent*, viz. a Noble at their Marriage; antiently given to the Lord, for his omitting the Custom of *Marcheta*, whereby he was to have the first Night's Lodging with his Tenant's Wife; but it was more probably a Fine for a Licence to marry a Daughter. *Jacob's Law Dictionary*, Tit. *Maiden-Rent*. This Tenure is still subsisting, but the Lord generally chuses to tap a Hogshead of Cyder, rather than tap the Virgin.

Bulewel, Roger Rastal held Lands in Bulewel Co. Nottingham, of the King, by the Service of paying every Year a Horse with a Halter. *Blount* 88.

Burdelois, alias **Burdog**. See **Sculton**.

Bures, William de Bigod and his Wife, held the Town and Hundred of Bures of the King in Capite, to wit, the Town of Bures by the Serjeanty of the Chandry. The Town is valued at 100 s. and for that Hundred they paid into the Exchequer 18 l. *Blount* 50.

Burford, About the Year 750, a Battle was fought near Burford in Oxfordshire, perhaps on the Place still called *Battle Edge*, West of the Town towards Upton, between Cuthred or Cuthbert, a tributary King of the West Saxons, and Ethelbald King of Mercia, whose insupportable Exactions the former King not being able to endure, he came into the Field against Ethelbald, met and overthrew him there, winning his Banner, whereon was depicted

a *Golden Dragon*; in Remembrance of which Victory, the Custom (yet within Memory) of making a *Dragon* yearly, and carrying it up and down the Town in great Jollity on *Midsummer Eve*, to which they added the Picture of a Giant, was in all Likelihood first instituted. *Plot's Hist. of Oxfordshire, fol. 203.*

Burg in Shropshire, When a Copyholder of the Manor of *Burg* in *Shropshire* dies, the Bishop is to have the best Beast, all the Hogs, Bees, sound Bacon, Male Pullets, whole Cloths, Brass-pan, a Rundlet of Ale, if full. And when he marries his Daughter out of the Fee, to give 3 s. and also for every Offender in Adultery or Fornication 2 s. *Liber Ruber Castri Episcopi, & Blount 143.*

Burrough English, Between a Copyholder in *Burrough English*, and a Freeholder in *Burrough English*, there is no Difference as to Descent. *Cro. Car. 411.*

Burstal, *John* Son of *Neal*, held one Hide of Land in *Burstal* in *Buckinghamshire*, of the King, in the Forest of *Berneводе*, by Serjeanty, (which is called *Le Derhyde*) belonging to his Bailiwick of the Custody of the Forest, from whence the said *John* is Keeper of the Fee. *Pla. Cor. in Com. Bucks. 14 Edw. 1.*

By-Laws, Are Orders made in a *Court-Leet*, *Court-Baron*, or elsewhere, by common Consent and Agreement, for the Good of those that make them, to bind them farther than the publick Law doth.

The Inhabitants of a Village, or other such peculiar Society, or the major Part of them together, in their *Court-Leet*, *Court-Baron*, or otherwise, by a mutual Consent and Agreement of such major Part, may make any Ordinances and Orders for the better Government of the Place, as for repairing Churches, Bridges, Highways, or otherways for the Publick

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Publick Good, and for such as these by the very Common Law, without any special Custom, this being made by the major Part, will not only bind them who did agree to it, but all others of that Society, or within the Leet, if it be made there. *Co. 5 Rep. 63. Hob. 212. 1 Mod. 194. Cro. Car. 498. 1 And. 234. 1 Leon. 190. 44 E. 3. 19. 8 E. 2. F. Affize 413. 21 E. 4. 54. 11 H. 7. 14. and 21 H. 7. 40.*

A *By-Law* was made at a Court, and a Penalty of twenty Shillings was laid upon every Offender, and at another Court-*Baron* the Defendant was presented for a Breach thereof, by which the said Penalty of twenty Shillings was forfeited, but the same, thro' Favour of the Court was assess'd and assue'd at six Shillings and eight Pence, by T. S. and J. F. sworn Assueors of the said Court; and upon a Demurrer to the Conuſance, it was adjudged ill, because a Pain inflicted by a *By-Law* to a certain Sum (as this was to 20 s.) cannot be assue'd; for if it should, then the Defendant could not justify the Distress by such a *By-Law*, for a Pain certain ought not to be altered. *Moor 75. Scarling against Criett.*

In *Replevin, &c.* the Defendant made Conuſance as Bailiff of T. S. Lord of the Manor of H. in which there was a Custom for the Steward, with the Consent of the Homage, to make *By-Laws* for the good Government of the Manor, &c. and to impose Penalties on those who break them, and to diltrain for the same; and that the Inhabitants of *Ovington* within the said Manor, used to repair a Bridge, &c. for the Convenience of those Commoners who have Right of Common there, in such a Waste; and that at a Court held there on such a Day, the Steward, with the Consent of the Homage, made a *By-Law*, that the Inhabitants of *Ovington* should repair that Bridge before such a Day, under

a certain Penalty; then he sets forth that it was not done, and that this Default was presented at the next Court; and thereupon the Plaintiff (being an Inhabitant of *Ovington*) was distrained; and upon a Demurrer to this Conusance, the Plaintiff had Judgment; because the Defendant set forth, that the *Steward* made this *By-Law*, with the Consent of the *Homage*; whereas all *By-Laws* are to be made by the *Homage*; there was likewise another Fault in this Conusance, because it set forth a *By-Law*, &c. to impose a Penalty on the Township of *Ovington*, and to be levied on a particular Person, without any Remedy by Contribution. 3 Lev. 48. *Wells* against *Cotterell*.

The Custom was, that the *Steward* of a Manor might make *By-Laws* and Ordinances for the well ordering of the Common, and assess a Penalty on those who broke those *By-Laws*; also prescribe to distrain for the Penalty. *By the Court*: The Custom is reasonable, and the Difference is where the Law and Ordinance takes away the whole Profit of the Commoners, and where it abridgeth it only; and the Commoners are bound to take Notice of these Ordinances. *March Rep.* 28. *James* and *Tintny*.

If *By-Laws* be made and entred upon the Rolls, and the Rolls be lost, the *By-Laws* are gone. *Calth. Rep.*

See *Bedminster*, *Elmes North*, *Grafton*, *Somerton*.

Form

English Copyholder. 83

Form of By-Laws.

The Manor } By-Laws, Rules and Orders, made
of Glatton } at a Court-Leet and Court-Baron,
with Holme. } held in and for the Manor afore-
said, this 28th Day of April 1733.
For the Regulation and good Go-
vernment of the Fishery in *Whit-*
tlesea Meer belonging to J. C. Esq;

1. **WE** the Fishery Jury belonging to the said Meer, do resolve, order and ordain, that no Man shall cut any Rushes, before the Monday fortnight after Midsummer, and then to make their Sheaf but a Tard within the Knots, to cut half a Hundred a Day, and that for three Days only; to cut Lugs one Day only. Whosoever breaks this By-Law shall forfeit to the Lord of this Manor twenty Shillings. —————
2. We the said Jury, do resolve, order and ordain, that no Man shall begin to cut Reed till the Monday after St. Andrew's Day, and to make their Sheaves but a Tard within the Knot, to cut but half a Hundred a Day, and not to cut any before Sun-rising or after Sun-set, on Forfeiture to the Lord of this Manor, for every Offence, ten Shillings. —————
3. We the said Jury, do resolve, order and ordain, That no Man shall lay down any Net after Sun-set, nor take any up before Sun-rising, on Forfeiture to the Lord of this Manor, twenty Shillings. —————

4. *We the said Jury do resolve, order and ordain, That no Man shall set or use any Trimmers for catching Fish upon Whittlesea Meer, on Forfeiture to the Lord of this Manor, twenty Shillings.* } 1 00 0
5. *We the said Jury do resolve, order and ordain, That no Man shall take any Jack in Whittlesea Meer, under fourteen Inches, on Forfeiture to the Lord of this Manor, twenty Shillings.* } 1 00 0
6. *We the said Jury do resolve, order and ordain, That no Man shall take any Perch or Tench under ten Inches, on Forfeiture to the Lord of this Manor, ten Shillings.* } 0 10 0
7. *We the said Jury do resolve, order and ordain, That no Tramel-Net shall be drawn in Whittlesea Meer, on Forfeiture to the Lord of this Manor, for every Offence forty Shillings.* } 2 00 0
- Lastly, We the said Jury do resolve, order and ordain, That no Man shall set or take up any Nets, on the Sabbath-Day, on Forfeiture to the Lord of this Manor for every Offence, twenty Shillings.* } 1 00 0

Names of the Jury.

{ John Clarke,
William Williamson,
Richard Hilton,
Peter Deho,
Samuel Deho,
John Ford,
Charles Tarman,

{ Jeff. Hucks,
Tho. Sweet,
Peter Snel,
Andrew Earnal,
Mussel Earnal,
Coste Smith.

Calistoke,

Calistoke, The native Tenants of *Calistoke* Co. Cornwall, paid every Year a certain Rent called *Berbage*, at *Hokeday* 19 s. *Antiq. Supervis. Ducatus Corn. Blount* 133.

Canoke. See **Chesterton**.

Carleton, *Eustace de Corson, Thomas de Berke-dich* and *Robert de Wethen* held thirty Acres of Land in *Carleton* Co. Norfolk, by the Serjeanty of sending the King, wheresoever he is in England, twenty-four Pasties of Fresh Herrings, at their first coming in. *Pla. Cor. de Anno, 14 Ed. 1. Rot. 3. Norf.*

Cartbote. See **Bough**.

Casbam, *Rowland de Arley* and *Henry Wade*, held half a Serjeanty in *Casbam* Co. Southampton, to find a Foot-Soldier to keep the Castle of *Porchester* Co. (*Southampt.*) in Time of War, for forty Days at his own Costs; and that Serjeanty is arren-ted at half a Mark a Year. *Pla. Cor. 8 Edw. 1. Rot. 26. Dorso. Qu.*

Castle-ward or **Guard**, *Castle-guard* Rents were Rents paid by Persons dwelling within the Liberty of any Castle, for maintaining of Watch and Ward in the same. *Jacob's Law-Dictionary*, sub Tit.

See **Barry**, **Coiety**, **Denspowis**, **St. Donats**, **St. Fagons**, **Flimston**, **Fonmon**, **Gileston**, **Lancable**, **Lan-dow**, **Langan**, **Lantrithid**, **Mar-crofs**, **St. Mary Church**, **Merthyr**, **Mawr**, **St. Nicholas**, **Oycharde East**, **Oycharde West**, **Penlline**, **Penmark**, **Wrinton**.

Ceddre, The Bishop of *Barth* gave fifty Marks, that he might have a Grant from the King of the Manor of *Ceddre*, to be holden to him and his Suc-cessors in *Frankalmoigne*, of the King and his Heirs;

Heirs; together with the Hundred of *Wyntreslok* and *Ceddre*, with the Appurtenances thereof, and the Market of . . . *brigge*; answering therefor in the Exchequer every Year 20 *l.* by Tale, for all Services and Demands, with the same Liberties which *Hugh II.* Bishop of *Lincoln*, held the said Manor and Hundred, who held them in Fee-farm by the Grant of King *John*, paying into the Treasury twenty Marks, and to the King's Wardrobe at *Basingstoke* 20 *l.* by the King's Writ. *Mag. Rot.* 14 *H.* 3. *Sumerfete & Dorfete m. 2. a. in imo. Tit. Nova oblata. Madox's Exchequer* 288.

Cepit non, Plea.

' And the aforesaid *H. H.* by *W. P.* his Attorney comes and defends the Force and Injury, when, &c. and says, he did not take the Cattle in Manner and Form as the said *J. S.* above complains against him; and of this he puts himself upon the Country, and the said *J. S.* does likewise the same, &c.

Cere. See *Farnham*.

Cestuy que Use. See *Action, Admittance*.

Champerty, The Statute 32 *H.* 8. *cap.* 9. against *Champerty* and *litigious Titles*, which gives Entry in Lieu of a *Cui in vita*, extendeth to Copyholds. *Cro. Car.* 43. *Rowden and Malster; vide Plowd. f.* 371.

Chancellor, The Lord of the Manor (where the Custom is that the Tenants hold by Copy) is *Chancellor* within the same Court, and may redress Matters there in Conscience where a Bill is exhibited to him, and he is not tied to the strict Rules of Common Law. *Kitchen* 165. *Coke of Copyhold, Sect.* 14. *fol.* p. 80.

A Copyholder doth surrender to the Use of *A.* upon *Trust*, that he shall hold the Land until he hath levied certain Monies, and that afterwards he shall surrender to the Use of *B.* The Money is levied; *A.* is required to make surrender to the Use of *B.* he

B. he refuseth, *B.* exhibits a Bill to the Lord of the Manor against *A.* who upon hearing the Cause, decrees against *A.* that he shall surrender; he refuseth, now the Lord may seise, and admit *B.* to the Copyhold; for he in such Case is Chancellor in his own Court. 1 Leon. 2.

The Custom was, that if any one surrender to the Use of another, without expressing any Estate, that the Lord may grant it in Fee to him to whose Use the Surrender was made; It is a good Custom; for he is a Chancellor in his own Court, to dispose thereof, when the Tenant leaves it uncertain. Cro. El. 392. Brown and Foster.

Chancery, A Copyholder in the Eye of the Law, is but Tenant at the Lord's Will; and if the Lord will not hold a Court, he hath no Remedy to compel him, but by Order of Chancery. Cro. Jac. 368.

Chancery will compel the Lord to admit a Tenant. Totbill 46.

See Alteration, Common.

Charge, In a Court-Leet and Court-Baron.

Gentlemen of the Jury,

THE Lord of this Manor having done me the Honour of appointing me his Steward to keep this Court here, whereby it now lies upon me to acquaint you with what is your Duty, tho' I am satisfied you have a perfect Knowledge of your Business in this Place, and what is here inquireable into, and presentable; I must desire you to remember that it is impossible for me to understand all the particular Customs of this Manor, without longer Acquaintance with it.

As it is the Interest of the Lord of a Manor to have the Respects, and even the Affections of his Tenants; so it is your Duty to pay and per-

form your Rents, Duties and Services, without Hesitation or Compulsion; your Interests are inseparably united, and you have a very extensive Power when you join together; a Power not only by Common Law, but by many Acts of Parliament; and therefore I shall beg Leave to acquaint you, that to this Manor are appendant two Courts; the one a Court-Leet, or View of Frankpledge; the other a Court-Baron.

Gentlemen, As to the first, which is the Court-Leet, it is a Court of (a) Record; the Nature thereof is to (b) inquire into and reform publick Injuries, and redress such Grievances as tend to disturb the Peace of the Kingdom; and for the more speedy, easy and due Execution of Justice, (c) even at your own Doors; and for this End ye are to keep an Account, not only of the Tenants within this Manor, but also of all Resiants of the Age of (d) Twelve Years, which have remained by a Year and a Day within your Limits; for that the (e) King thereby might be certified by the View of the Steward, how many People are within every Leet; and therefore, Gentlemen, it is called View of Frankpledge, or the Over-sight of the People, who were all antiently call'd Pledges; for that they were Pledges of one another's Behaviour; and (f) by the due Execution of this Law, my Lord Coke in his 2 Inst. p. 73. saith, that such Peace was so universally holden within this Realm, as no Injuries, Robberies, Thefts, Riots, Tumults or other Offences were committed, so as a Man with a white Wand might safely travel with a large Sum of Money with-

(a) 2 Inst. 71. 4 Inst. 261. (b) 2 Inst. 72, 73. (c)
2 Inst. 71. (d) 2 Inst. 73. (e) W. Inst. 484. (f)
2 Inst. 73. out

English Copyholder. 89

out Disturbance. And, *Gentlemen*, for the Purposes aforesaid, we have here Inquiries and Searches after Offenders; a Presentment of them, and a Proceeding against them; and in Order and Reference to these Ends,

You are charged upon Oath, to make diligent Inquiry; so that you are not only to present what comes and is offered to you, but you are to search, and that diligently, for Occasions, and that as you find, you shall truly and faithfully make Presentment of them, and that without Hatred or Fear, Favour or Affection; this Court having Power not only to inquire of, as aforesaid, but also to punish all Offences against the Peace, and also to determine Matters of Controversy between the King and Subject.

As to the *Court-Baron*, *Gentlemen*, it is a Court that every Lord of a Manor hath within his Manor, as (a) an inseparable Incident thereunto; and all such Persons as hold of the Lord, by Suit of Court, (b) in what Place soever they dwell, and of what Age soever they be, ought to make Suit to this Court, or otherwise be amerced, for this Court hath Power both to inquire of, and also to adjust all Matters between the (c) Lord and Tenant, as well as between (d) Tenant and Tenant.

And now having a little explained the Nature of a *Court-Leet* and a *Court-Baron*, I shall shew you what Matters you are by your Oaths obliged to inquire into; and for your better Information, shall reduce them into two Heads; and they are either of such Things as are here in-

(a) Scrogs 39.

(b) Scrogs 41.

(c) Scrogs 40.

(d) Scrogs 40. *Scrogs 40. Scrogs 41. Scrogs 42. Scrogs 43. Scrogs 44. Scrogs 45. Scrogs 46. Scrogs 47. Scrogs 48. Scrogs 49. Scrogs 50. Scrogs 51. Scrogs 52. Scrogs 53. Scrogs 54. Scrogs 55. Scrogs 56. Scrogs 57. Scrogs 58. Scrogs 59. Scrogs 60. Scrogs 61. Scrogs 62. Scrogs 63. Scrogs 64. Scrogs 65. Scrogs 66. Scrogs 67. Scrogs 68. Scrogs 69. Scrogs 70. Scrogs 71. Scrogs 72. Scrogs 73. Scrogs 74. Scrogs 75. Scrogs 76. Scrogs 77. Scrogs 78. Scrogs 79. Scrogs 80. Scrogs 81. Scrogs 82. Scrogs 83. Scrogs 84. Scrogs 85. Scrogs 86. Scrogs 87. Scrogs 88. Scrogs 89. Scrogs 90. Scrogs 91. Scrogs 92. Scrogs 93. Scrogs 94. Scrogs 95. Scrogs 96. Scrogs 97. Scrogs 98. Scrogs 99. Scrogs 100.*

quirable

quirable and presentable only, and *are not* punishable.

Or else of such Things as are presentable, and *are* punishable in this Court.

To the first Head,

You shall first Inquire of High Treasons; as if there be any among you that do compass, imagine or intend the Death of the King, or his Children; or if there be any that are Consenters thereunto, or to levy War against his Majesty, or be adherent to his Enemies.

If any counterfeit the Great Seal of *England*, or current Coin of this Nation, or do clip, waste or round the same.

If a Servant kill his Master or Mistress, or if a Woman do kill her Husband, it is Petty Treason, and here inquirable.

If one kill another in his own Defence, or by Accident, it is here to be inquired of as Bloodshed, &c. *Staund. 15, 4.*

If any Man ravish, whether Wife, Widow or Maid, though she doth afterward consent, it is here inquirable as Trespass, and their Aiders and Abettors are to be inquired of.

Burglars are those, who in the Time of Peace, or in the Night-time, with a felonious Intent to rob or kill, do break any Houses, Churches, Walls or Gates, and they are here inquirable. *Staundf. fo. 20. b.*

Petty Larceny is the felonious Taking of any Thing under the Value of Twelve-pence, as Capons, Pigs, Hens, and such like, or Clothes off Hedges, and is here inquirable.

Putting out of Eyes, cutting out of Tongues, or disfiguring any Member, to the Intent they

‘ should not see nor speak, is here inquirable, as
‘ Bloodshed.

‘ Misprision of Treason is, if any know of Treason, and concealeth it Four and Twenty Hours, you are to inquire of it.

‘ The taking away of Ornaments, feloniously out of Churches or Chapels, is here inquirable, as Felony.

‘ The felonious Taking of Doves in Dove-houses, young Pigeons, Goshawks out of their Nests, Fish out of Ponds, Stews or Trunks (but in a common River otherwise) or taking Cignets, Swans marked, Peacocks, or any domestick Deer, knowing it to be so, or setting upon one on the Highway, with an Intent to rob, is Felony, and are here inquirable.

‘ If any one feloniously burn any Dwelling-house, Barns or Mows of Corn, in the Night-season, it is Felony at the Common Law, and by you to be inquired of.

‘ You are to inquire if any one procure or command another to commit Felony, though he be not present when it is committed, he is said to be an Accessary before the Fact; or if any receive or aid a Felon, having Knowledge of the Fact which he committed, he is an Accessary after the Fact. *Staundf. 40.*

‘ If any be arrested for Felony, or any other Crime, and afterwards the Party, in whose Custody he is, tolerates him to go at large, this is a voluntary Escape, and here inquirable.

‘ If one be arrested for Felony, and escapeth contrary to the Will of the Arrestor, and is not followed with fresh Pursuit, nor taken before the Pursuer loses Sight of him, this is inquirable.

‘ If any rescue and set at Liberty any Person apprehended and arrested for Felony, it is Felony in the Rescuer, and here inquirable.

‘ These

These Offences, though they are presentable in this Court, yet they are not punishable; but the Presentment must be certified into some superior Court, where the Offenders are to be prosecuted and punished according to Law.

The second Head takes in Offences that are both presentable and punishable in this Court, and they are such as these.

Charge of the Leet.

First, you shall inquire if any Person within the Jurisdiction of this Court-Leet, hath wilfully, or through Malice, drawn Blood from the Person of another, it is here presentable and punishable.

Next you are to inquire if the Constables, and other Officers, have truly presented all Things; and particularly whether they have discharged their Duties in arresting of Felons, pursuing of Hues and Cries according to Law, and apprehending Vagabonds, Rogues, and Sturdy Beggars.

And you are to take Notice that there ought to be a common Pound, and a Pair of Stocks; as also a Tumbrel or Ducking-Stool kept in sufficient Repair, within this Manor.

Judgment.

The Fine for the Offence is according to the Discretion of the Jury, but commonly it is 3 s. 4 d.

For every such Neglect or Default they ought to forfeit 20s.

If there be not, the Tithing loseth 5l.

And

See

Charge of the Leet.

Judgment.

And you are to inquire into all Breaches of the Peace, Riots, Routs, and unlawful Assemblies.

See the Act of 1 Geo. 1. against Riots. Sub Titulo Riots.

If any Rescous have been made, that is, where Cattle driving to be impounded for a Trespass, are taken away, or any Pound Breach have been made, and Cattle illegally taken thence, without due Delivery, it is here to be inquired into.

Fineable according to the Discretion of the Jury.

You are also to inquire whether any Person or Persons keeping Ale-Houses (without Licence, or having Licence) do permit or suffer any Disorders to be committed; and if any such, to present the Offenders, and Persons keeping unlawful Gaming Houses, which together with the Frequenters thereof, are here presentable and punishable.

Forfeit 40 s. 33 H. 8. c. 9.

Frequenters forfeit 6 s. 8 d. Ibid.

You are also to inquire of and present all Nuisances.

Gentlemen, a Nuisance is that which is an Annoyance or Disturbance to many; it cannot be said to one, for it is *commune nocumentum*, i. e. (common).

As

To

Charge of the Leet.

As to the Nufances in the Highways, if any one incroach upon the King's Highway, by Hedging, Ditching, or otherwise inclose any Part of the Highway, this is a Nufance, and by you inquirable, presentable and punishable.

If any make Laystalls, Dung-hills, or lay any Timber, Wood or other Things in the Highway, whereby the same is in the least obstructed, this is also a Nufance, and by you inquirable, &c.

If any do not scower their Ditches, or lop their Trees, and keep their Bushes low next the King's Highway, this is an Occasion of impairing the Way, and by you inquirable, &c.

If any direct an antient Way, or an antient Water-course out of its proper Channel, this is also inquirable, &c.

If any one lay any Car- rion, or other stinking Dirt in the Highway, and by this Means the Air is corrupted, it is a Nufance, and by you inquirable, &c.

Judgment.

To be fined at Discretion of the Jury.

To forfeit 5s. 3 & 4 W. & M. cap. 12.

The Party offending shall forfeit for every such Default 10s. for not scowring the Ditches 12 d. a Rod. 5 Eliz. c. 13. 18 Eliz. c. 10.

To be fined at Discretion of the Jury.

The same.

If

The

Charge of the Leet.

If any Person lay any Hemp, or otherwise corrupt any common Stream, this is also a Nufance, and by you inquirable, &c.

If any do not maintain a sufficient Hedge or Fence against any common Highway, whereby his Neighbours Cattle may the more easily trespass upon his Ground, and he impound them, this occasions Suits and Controversies, and tends to the Breach of the Peace, and is by you inquirable, &c.

You are also to inquire of and present all common Barretors, Scolds, and other Breakers of the Peace, and particularly Eves-Droppers, such as listen under Walls or Windows to hear Tales, and report them, and hearken after News, with Intent to spread it abroad, and thereby raise Quarrels, and cause Discord and Enmity in the Neighbourhood, this is also inquirable, &c.

There are likewise another Sort of Persons found to be mischievous, and they are such as have no competent Estate to maintain themselves, and

Judgment:

The Party offending to forfeit 20s. 33 H. 8. cap. 17.

To be fined at the Discretion of the Jury.

Such Persons must give Sureties for their Good Behaviour, being Disturbers of the Peace.

See Scold.

At Discretion of the Jury.

For

Charge of the Leet.

and refuse to work for a Livelihood; but commonly spend the Day in Idleness, and in the Night go abroad and rob Hen-Roosts, and commit such like Villanies, these Persons the Law adjudges dangerous, and so ought you, if any such comes to your Knowledge.

You are likewise to inquire of and present such Persons as unlawfully take, kill or destroy Hares, Pheasants, Partridges or other Game, or House-Doves, or Pigeons, by Guns, Nets or otherwise; as also all such who do keep and make Use of Hounds, Greyhounds, and other Dogs or Guns, whereby to destroy the Game, that have not Estates, which by the Law do qualify them for so doing.

You shall further inquire of such as destroy any Fry of Fish in the Water, Streams or Rivers within the Precincts of this Leet, with any Manner of Nets, or any Device or Engine.

And you are likewise to inquire if any Victuallers have conspired together to sell their Victuals not but at certain

Judgment.

For every Pheasant 20s. and every Partridge 10s. to be paid within ten Days after Conviction, or one Month's Imprisonment. 23 El. cap. 10. See Acts 4 & 5 W. 3. c. 23. 5 A. S. 2. c. 14. 9 An. c. 25. 3 Geo. 1. c. 11. 8 Geo. 1. c. 19.

The Penalty is for every Time 20s. to lose the Fish taken; and the Nets, &c. 1 Eliz. c. 17.

Every such Person so doing, being thereof lawfully convicted, shall forfeit for

Charge of the Leet.

Judgment.

certain Prices, or have put to sale any Victuals not wholesome for Man's Body; or if any Labourers or Artificers have combined together to work but at certain Rates, or at certain Times, or shall refuse to compleat the work they have begun or undertaken, they are here presentable and punishable.

for the first Offence 10 l. to the King, 10 be paid in six Days after Conviction; if not paid, suffer twenty Days Imprisonment, having only Bread and Water for his Sustenance.

For the second Offence 20 l. in six Days after Conviction, or else stand on the Pillory.

For the third Offence 40 l. on Nonpayment in six Days, or suffer the Pillory, and lose one of his Ears, and ever after to be taken as an infamous Person, and his Oath not to be credited in any Matter of Judgment.

2 & 3 Ed. 6. cap. 15.
22 & 23 Car. 2.
cap. 19. 21 Jac. 1.
cap. 21.

If any Person have used false Weights or false Measures, or double Weights or double Measures, (that is) a great to buy by, and a small

To suffer Imprisonment until he hath made Fine to the King, for the Offence. 31 Ed. 1.

*Charge of the Leet.**Judgment.*

to sell by, in Deceit of the People, it is here also presentable and punishable.

If a Tanner hath put to Sale any Leather, before it be legally search'd and seal'd, or any insufficient Leather, not being thoroughly wrought, tanned and dried, or hasten the Tanning of his Leather unlawfully, he is here punishable, &c.

You are to make diligent Inquiry into Offences committed by Foretallers, Ingrossers and Reagrators; for they are very detrimental in raising and inhaning the Prices of Provisions. A Foretaller is one that buys Corn, or other Victuals, and Provisions, that is carrying to the Fair or Market to be sold; before it be brought into the Fair or Market.

An Ingrosser is one that buys Corn growing upon the Ground, (otherwise than by

The Penalty on Sale before searching and sealing, is 6s. 8d. per Hide; and for every Dozen of Calf or Sheep Skins 3s. 4d. besides the Skins, &c. and for insufficient tanning or drying, forfeit the whole; and for the last mention'd Offence, forfeit 10l. and stand on the Pillory. 1 Jac. 1. cap. 22.

The Penalty as follows, viz.

For the first Offence, the Value of the Goods, and two Month's

Charge of the Leet.

by Demise or Grant) or any Butter or Cheese, or other Victuals, with an Intention of selling the same again for an unreasonable Profit.

A Regrator is one that doth buy Corn, or other dead Victuals in open Fair or Market, and sells it again in some other Fair or Market, within four Miles of the same Place.

You shall inquire if any Baker shall make and put to Sale any Bread which is not of good and sufficient Weight and Assise, according to the Rate and Prices of Corn and Grain in the Markets adjoining, or such as is not wholesome Nourishment for Man; and that he set his own Signet upon every Loaf of Bread that he vends, to the End that if it want Weight, it may be known in whom the Fault lies.

Judgment.

Month's Imprisonment, without Bail, for the second, double Value, and six Months Imprisonment without Bail; and for the third, forfeit all his Goods, be set upon the Pillory, and imprisoned at the King's Pleasure. 5 & 6 Ed. 6. cap. 14.

The Penalty as above.

For the first, second and third Time he shall be amerced according to the Merits of the Fault; but if he transgress a fourth Time, then must he, in the open Fair or Market, stand upon the Pillory. 51 H. 3.

You

H 1

For

Charge of the Leet.

You shall likewise inquire if Brewers do make Ale and Beer healthful for Man's Body.

You shall make strict Inquiry of Cottages erected contrary to Law, and no Owner or Occupier shall suffer more than one Family to dwell therein.

You are also to inspect and examine into your Highways and Bridges, how they be repaired and amended, and whether the several Persons concerned therein have done

Judgment.

For the first, second and third Offence, as the Baker, and for the fourth the Tumbrel. 51 H. 3.

No Person shall build or erect any Cottage for Habitation, or convert any Building or House to that End, unless he do lay four Acres of his Freehold Inheritance near to the said Cottage, to be occupied therewith, upon Pain to forfeit to the King 10l. for every such Offence, and 40s. a Month for the Continuance. 31 Eliz. cap. 7.

And for Inmates shall forfeit 10s. a Month to the Lord of the Leet. 31 Eliz. cap. 7.

See Cottage.

Every Surveyor neglecting his Office, and making Default, forfeits 20s. 2 & 3 Ph. & M. cap. 8.

For

English Copyholder. 101

Charge of the Leet.

done their due Services towards the Repairing of the same.

If any Foot-Path to Church, Mill or Market, be denied, that hath been an antient and accustomed Way, it is here inquirable, &c.

Judgment.

For neglecting to send a Team, &c.
10 s. a Day. Ibid.

And Cottager not working forfeits 1 s. a Day, and the Defaulters to be fin'd at the Discretion of the Steward. Ibid.

To be fined at the Discretion of the Jury.

‘ And now, *Gentlemen*, I beg Leave to put you in Mind of the *Court-Baron*, and what Things you are to inquire into and present relating thereto, and they are either between Lord and Tenant, or between Tenant and Tenant, as I mentioned before.

‘ And first, you ought to inquire of all Persons that do owe Suit to this Court, and at this Day have made Default, and present them, for all such Persons as hold of the Lord by Suit of Court, of what Age soever, or of what Distance in dwelling, such Tenant ought to appear and do his Suit and Service, or else be amerced.

‘ Likewise you ought to inquire if any Tenant be dead since the last Court, or at any Time before, and his Death not yet presented; for it is your Business to inquire what Lands he held of this Manor, and how they were holden, and what Advantage the Lord shall have by his Death, as Relief, Escheat, or other Profits, and who is next Heir, and of what Age.

‘ You shall also inquire if there be any that
 ‘ do conceal or occupy any of the Lord’s Lands
 ‘ without his Licence; what Lands and Tene-
 ‘ ments they are, of what yearly Value, and how
 ‘ long they have been detained.

‘ You shall also inquire if there be any Rents,
 ‘ Customs or Services with-held from the Lord of
 ‘ this Manor, and what the same are, by whom
 ‘ withdrawn, and in what Bailiff’s Time, and
 ‘ how long they have been detained.

‘ Also you shall inquire what Tenants of the
 ‘ Lord are dead without Heirs, General or Spe-
 ‘ cial; for in such Case the Lord shall have the
 ‘ Lands by Escheat.

‘ If any Tenant seised in Fee be Attainted of
 ‘ Felony, by Verdict or otherwise; for in such
 ‘ Case the King shall have Year, Day and Waste,
 ‘ and afterward the Lord shall have the Lands by
 ‘ Escheat.

‘ If any Bastard hath purchased any Lands with-
 ‘ in this Manor, and hath died without Issue of
 ‘ his Body; for in such Case the Lord shall have
 ‘ his Lands by Escheat.

‘ You are to inquire of Estrays; as where any
 ‘ strange Beast comes into this Lordship, and is
 ‘ not claimed within a Year and a Day, it falls to
 ‘ the Lord of the Manor as an Estray.

‘ You shall inquire if any Tenant of this Manor
 ‘ do surcharge the Common, by putting in more
 ‘ Cattle than by the Rate of his Tenure he ought;
 ‘ or if any having meerly Common Appendant,
 ‘ and not Common Appurtenant, doth put on the
 ‘ Common, Cattle not Commonable, as Hogs and
 ‘ and Goats; or if any doth break the Lord’s
 ‘ Soil, unless it be for Gravel for Repairing the
 ‘ Highways, making up the Breach again.

‘ Also you shall inquire whether any Tenant of
 ‘ this Manor hath made any Feoffment, Gift,
 ‘ Grant,

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‘ Grant, or Alienation of his Lands in Mortmain,
‘ (viz.) To a Bishop, Parson, Vicar, Corporation,
‘ Guild or Fraternity, and their Successors, with-
‘ out Licence of the King and the Lord of the
‘ Manor; the Lord may enter and take such Lands
‘ as a forfeit within a Year and a Day.

‘ In like Manner you shall enquire, whether
‘ any Freeholder hath alienated his Freehold Lands
‘ or Tenements, or any Parcel of them, and not
‘ given Notice thereof to the Lord, and the Alienee
‘ hath not done Fealty to the Lord, nor Suit of
‘ Court, that the Lord may know who is his Te-
‘ nant; for this is presentable, so that the Lord
‘ may know upon whom to make Avowry, and
‘ of whom to have his Services and Escheat.

‘ You shall enquire, whether any Tenant for
‘ Term of Life, or Years, or any Copyholder of
‘ this Lordship hath done any Waste in any House,
‘ Lands, Woods or Gardens, and present the same.

‘ You shall enquire, whether any have commit-
‘ ted any Trespas in the Lord’s Demesnes, whe-
‘ ther the same be Land, Meadow, Pasture,
‘ Wood or Water, or if any have fished in the
‘ Lord’s Rivers, or Waters, or hunted in the Lord-
‘ ship, and present it.

‘ Likewise you are to enquire, whether any Bai-
‘ liff or Officer hath made any Distress for Rent,
‘ Custom, or Service due to the Lord, and Rescous
‘ hath been made to him, you shall present the
‘ Names of those who made the Rescous, and
‘ where and when it was made.

‘ If any Distress hath been put into the Lord’s
‘ Pound, and hath been taken out of the same
‘ without lawful Authority; this is Pound-Breach,
‘ &c. and enquirable.

‘ Also it is an indispensable Duty upon you to
‘ enquire, whether any Person hath removed or
‘ taken away any Meer-Stones, Boundaries, or

Stakes, between this Lordship and any other next adjacent, or between Tenant and Tenant, and present the same.

If any Tenant of this Manor hath (without the Licence and Consent of the Lord) inclosed any Lands, and keeps the same in Severalty which ought to lie open; this also is inquirable.

And particularly you ought to inquire, whether any Person doth keep to himself, withhold or conceal, any Evidences, Court-Rolls, Rentals, or other Writings or Records belonging to the Lord of this Manor, and present the same.

You shall also inquire whether any Pain or Penalty formerly imposed at any Court heretofore set for this Manor, to be performed or done, hath not hitherto been done or performed, and in whom the Default is, and present his Name.

If any Copyholder hath at any Time, contrary to the Custom of the Manor, demised or let by Lease, all or any of his Messuages, Cottages, Lands, Tenements or Hereditaments which are customary, and holden of this Manor by Copy of Court-Roll, for any longer Time than a Year and a Day, without Licence, it is a Forfeiture of his Estate, and you must present the same.

If any Copyholder or Tenant of any customary Messuages, Cottages, Lands or Tenements holden of this Manor by Copy of Court-Roll, hath at any Time, contrary to the Custom of the Manor, alienated his said customary Lands or Tenements, or any Part or Parcel thereof, unto any Person or Persons whatsoever, by Deed of Lease and Release, Bargain and Sale inrolled, Feoffment with Livery of Seisin thereupon, or otherwise, without Surrender, according to the Custom of the Manor; this is also a Forfeiture of his Copyhold Estate, to the Lord of the Manor, and here inquirable.

If

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‘ If any Copyholder make any Exchange of the Possession of his Copyhold, for Lands or Tenements holden by Deed at Common Law, or otherwise, whereby the Lord may have Disadvantage in amending the one, and impairing the other; this is also inquirable.

‘ If any Copyholder, contrary to the Custom of the Manor, cut down any Tree which is Timber, without Licence of the Lord; this is a Forfeiture of his Copyhold, and here inquirable.

‘ If any Copyholder, contrary to the Custom of the Manor, hath lopp’d or topp’d any Timber Trees, or other Trees belonging to his Copyhold, whereby the said Trees may decay or die; this is a Forfeiture of his Copyhold, and here inquirable.

‘ If any Copyholder, according to the Custom of the Manor, hath at any Time, since the last Court, surrendred any Copyhold Estate into the Hands of the Lord’s Bailiff, or into the Hands of the Copyholders of this Manor, to the Use of any other Person; for upon every such Surrender the Lord ought to have a Fine, and the Parties into whose Hands the Surrender was made, ought to come into the next Court and present the same Surrender so taken, and put the same into the Hands of the Lord, to the Use of the Alienee; otherwise such Person that took such Surrender ought to forfeit his Copyhold, for not bringing in the same, having done what in him lies to make the Lord lose his Fine, as also to disinherit him to whose Use the Surrender was taken.

‘ And if there be any Thing else that concerns the Lord’s Interest, or any Thing unjustly done between Lord and Tenant, or Tenant and Tenant, you have it in charge to present it.

‘ But

‘ But not to trouble you with any more Parti-
 ‘ culars, I give this in general, That whatsoever
 ‘ you know of your own Knowledge to be inquir-
 ‘ able and presentable, you make due Present-
 ‘ ment thereof; and if any Dispute or Difficulty
 ‘ arise, I shall give you the best Information therein
 ‘ I can,

‘ And so I pray, Gentlemen, go together
 ‘ and consider your Charge.

Charges, The Copyholder which comes in by voluntary Grant, shall not be subject to the *Charges* or Incumbrances of the Lord, before the Grant. 8 Rep. 64. *Swain's Case*.

Lord and Copyholder for Life: The Lord grants a *Rent-Charge* out of the Manor, whereof the Copyhold is Parcel; the Copyholder surrenders to the Use of *A.* who is admitted accordingly, he shall not hold it charged; but if the Copyholder dieth, so that his Estate is determined, and the Lord granteth to a Stranger *de novo*, to hold the said Land by Copy, this new Tenant shall hold the Land charged. 1 Leon. p. 4.

Chenes, *Otho de Grandison*, *John de Wallerorte*, and *Alice* his Wife, held the Town of *Chenes*, by the Serjeanty of finding the King, at his Dinner, on his Coronation-Day, two white Cups. And this is arrented at 8 s. *Pla. Coron.* 19 H. 3. *Surry*.

Chepin. See *Faringdon*.

Chesterton, Co. *Warwick*, *Gilbert le Harpour* held Lands in *Chesterton*, of the King by Grand Serjeanty, viz. to keep the Place call'd *Teddesley Hay*, within the Forest of *Canoke*, at his own Cost. *Esch.* 32 Ed. 1. N. 43.

Chilworth. See *Milton*.

Chip-

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Chippenham, Co. Wilts. Upon Inquisition taken 19 Ed. 2. it appeared, That the Tenants in *Chippenham* hold their Tenures there according to the Custom of Ancient Demesne, and plead in the Court there by the King's Writ of Right, according to the Custom of the Manor. *Madox's Firma Burgi* 248.

Cholmer alias **Chelmare**, and **Dansyng** alias **Dengy**, Co. *Essex*.

A Grant of them by *Edward the Confessor*, to *Randolf Peperking*. *Blount's Tenures*, p. 103.

I Che Edward (a) Konyng
 Have geven of my Forest the Keping
 Of the Hundred of Cholmer and Dancing
 To Randolf Peperking and to his (b) kindling:
 With Heort and Hynd, Doe and (c) Bock,
 Hare and Fox, Cat and (d) Brock,
 Wild Fowell with his Flock,
 Partridge, Fesant Hen and Fesant Cock,
 With Green and Wyld Stob and Stock,
 To kepen and to (e) Yemen by all her might,
 Both by Day and eke by Night,
 And Hounds for to holde
 Gode, and swift and bolde,
 Four Greyhounds and six (f) Braches
 For Hare and Fox and Wild-Cats,
 And thereof Iche made him my Book,
 Witness the Bishop Wolston
 And bock ycleped many on,
 And Sweyn of Essex our Brother,
 And taken him many other,
 And our Stiward Howelyn,
 That bysought (g) me for him.

(a) King. (b) Heirs. (c) Buck. (d) Badger. (e) Hold.
 (f) A Hound-bitch. (g) Solicited.

Christ.

Christ Church. See *Elyng.*

Claim, Where Custom of a Manor is, that upon the Death of a Copyholder in Fee, his Heir is to come and make his Claim, and be admitted within three several Courts upon three several *Proclamations*; and if the Heir come not, then the Lord to seize them as forfeited: This Custom and Nonclaim shall not foreclose the Heir who was beyond Sea at the Time of the *Proclamation* made; for by the Intendment of Law he cannot have Notice, &c. But if the Heir had been within the Realm at the Time of the first *Proclamation*, and after goes beyond Sea, the *Proclamation* shall bind him. 8 Rep. Sir Richard Lechford's Case, Cro. Jac. 226: *Underhill and Kelsey.*

Clausum fregit.

The Declaration.

TH^O. A. by E. T. his Attorney, complains of Hugh W. of a Plea of *Trespass*, &c. for that he the said Hugh W. the second Day of June, in the Seventh Year of the Reign of our Sovereign Lord George, &c. with Force and Arms, &c. the Close of him the said Tho. A. called, &c. at, &c. within the Jurisdiction of this Court, broke into and enter'd, and the Grass of him the said Thomas, then and there growing, to the Value of 30^s. with certain four-footed Beasts, to wit, with Horses, Cows, Hogs and Sheep, trod down, eat up, and consumed, and continued the said *Trespass* at divers Days and Times, in so treading down, eating up, and consuming the Grass of him the said Thomas, then and there growing, from the said second Day of June, in the Year aforesaid, until the fifth Day of July then next following, and other Enormities, then and there to him did, to the grievous Damage of him the said Thomas, from whence the said Thomas saith, that he is worse, and hath Damage to the Value

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Value of 39s. 11d. and thereof he brings his Suit, &c.

Clun, Co. Salop, It is the Custom of some Manors within the Honour of *Clun*, That at the Entrance of every new Lord of that Honour, the Tenants shall pay him a certain Sum of Money called *Mise-Money*, in Consideration whereof they claim to be quit of all Fines and Amerciaments, which are recorded at that Time in the Court-Roll, and not levy'd, which they call *White Books*. *Blount 162.*

The Tenants of *Clun* heretofore paid certain Rents in Meal, called *Meal-Rents*, to make meat for the Lord's Hounds; but they are now payable in Money. *Jacob's Law-Dict. Tit. Meal-Rents.*

Coal, A Custom is, that the Lord of a Manor may dig for *Coals* and open *Mines* in the Land of his Copyholder. It was made a Doubt in *Goderick* and *Gascoyne's Case*, if the Lessee of a Manor may have this Liberty, and whether such Liberty can pass by Grant of the Manor, without special Words? *Latch 189.*

A Man grants all the *Coals* and *Coal-mines* within a Manor (and Parcel was Copyhold for Life) to J. S. the Lessee enters into the Copyhold, and digs a new Pit in the Copyhold Land, during the Life of the Copyholder, and takes the Coals and converts them, &c. and the Lessee of the Coal-mine brought Trover against the Lessor: *By the Court*, he may do it, for when the Lessor or Lessee of the Coals, or a Stranger enters and digs the Coals out of the Pits, these belong to the Lessee; and if any one else take the Coal, he shall have Trover. *W. Jones Rep. 244. Player and Roberts.*

Coffard, alias **Castord Co. Lincoln,** Sir Francis *Ascue* was seised of this Manor, which extended into two Towns, viz. *North* and *South Kelsey*, he granted his Manor of *North Kelsey* to H. S. and his Heirs;

Heirs; it was objected, that no Manor passed by this Grant, because *North Kelsey* was not a Manor at that Time: 'Tis true, Sir *Francis Ascue*, the Grantor, had Demesnes and Services in *North Kelsey*, but those are only Part of a Manor, and not an entire Manor; therefore if they pass by this Grant, it must be in Gross, and got by the Name of a Manor: But adjudged, that he having Demesnes and Services in *North Kelsey*, before he made this Grant, a New Manor shall arise there by Operation of Law, by Virtue of this Grant; and *North Kelsey* being within the Manor of *Coffard*, a Court-Baron may be held there, because it may be held at any Place within the Manor. 1 Leon. 26. *Marsh* against *Smith*.

Coiety, Co. *Glamorgan*, The Earl of *Leicester* paid 6 s. 8 d. Rent of *Ward* and *Castle-guard Silver*, to Lord *Windsor* for his Lordship of *Coiety*. E. MS. *Supervis. capt. Ann. 1666. in Custod. Auctoris ipsius.*

Coleshill, Co. *Warwick*, they have an antient Custom, that if the young Men of the Town can catch a Hare, and bring it to the Parson of the Parish before Ten o'Clock on *Easter-Monday*, the Parson is bound to give them a Calve's Head and a Hundred of Eggs for their Breakfast, and a Groat in Money. *Blount's Tenures 153.*

Common, is properly the Right which People have obtained by Usage and Custom to feed their Cattle in another Man's Land, and called Common, from the Number of People who use Common of Pasture there, or from the Number of Beasts that participate of the Herbage. *Manwood 84.*

The Rights of Lords of Manors and their Tenants to common Pasture, and the Appurtenances, from *William the Conqueror* to *Henry III.* were so uncertainly determined in the Courts of Judicature, that it became necessary for the legislative Power to interpose and settle their Rights: Therefore it was

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enacted by the Statute of *Merton*, That Lords may approve against their Tenants (*i. e.* may enclose Part of the Waste, Woods and Pastures for themselves, and discharge it of Common;) if they leave sufficient for their Tenants Beasts. 2 *Inst.* 86.

The Nature and Property of the several Kinds of Common, are reducible to four general Heads:

First, Common *Appendant*, which is of (*a*) common Right, and one needs not (*b*) prescribe for it, for Beasts that are commonable, as Beasts of the Plow and Carriage, Kine and Sheep to maintain the Family and compost the Land, no special Pleading is necessary; for it's sufficient to say that it is appendant to antient (*c*) arable Land. And this Common cannot be (*d*) alien'd and severed. And regularly this Commoner may not use the Common, but with his (*e*) own proper Beasts that are *Levant* and *Couchant* on the Land; but he may put in the Beasts of a Stranger, if he hath any temporary or special Property in them; as if he borrows them to manure the Land.

This Sort of Common may be (*f*) throughout the Year.

Secondly, Common *Appurtenant*, that is for Creatures (*g*) commonable or not commonable, as Swine, Goats (not Geese) &c. and may be to a (*h*) House, Meadow, and Pasture, as well as to arable Land; and ought to be prescribed for by special Words; and it may be (*i*) severed from the Land.

(*a*) Co. Lit. 122. a. (*b*) Wood's *Inst.* 196. (*c*) Wood's *Inst.* 197. (*d*) Kitchen 187. (*e*) Wood's *Inst.* 196. New N. B. 419. (*f*) Wood's *Inst.* 196. 1 *Roll. Abr.* 397, 398. (*g*) Wood's *Inst.* 196. 1 *Inst.* 122. a. (*h*) 4 *Rep.* 37. 1 *Roll. Abr.* 399, 400, 401. (*i*) Wood's *Inst.* 197.

Thirdly,

Thirdly, Common, by Reason of (a) *Vicinage* (*Neighbourhood*) is a Sort of Common *Appendant*, and is where the Tenants of two Lords (which are seised of two Towns lying next one another) have used Time out of Mind to have Common promiscuously, and (b) proportionably to their Extent of Common on both Sides for all Manner of Beasts commonable; No Man can put his Beasts therein, but they must Escape of themselves from one Field to another, by Reason of the *Vicinage*. And this the Law suffers in open Countries to prevent Suits: Now this Sort of Common being but an (c) Excuse for Trespass, one Town or Manor, where the Wastes of two Lords lie together, may (d) enclose against the other.

Lastly, Common *in Gross* is so called, for that it appertaineth to no Land, and must be by Writing or Prescription. 1 *Inst.* 122. a.

Common which was first gained by Custom, and annexed to the Customary Estate, is lost, when the Copyhold is extinct and enfranchised; for Common is not in its own Nature incident to a *Copyhold Estate*, but a collateral Interest gained by Usage; therefore, a Copyholder of a Messuage and two Acres of Land for Life, had Common in the Lord's Waste; the Lord grants and confirms the said Copyhold Messuage and Lands, *with its Appurtenances*, to him and his Heirs. The Question was, Whether he shall have the Common still: *By the whole Court*, he should not, for Custom hath annexed the Common to his Customary Estate, which being determined and destroyed by his own Act in making it a Freehold, the Common is also destroyed, and cannot continue without *special Words*; and the general Words, *with its Appurte-*

(a) 8 Rep. 78, 79. 1 *Inst.* 122. a. (b) 7 Rep. 4.
(c) Wood's *Inst.* 197. (d) *Ibid.*

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nances; will not help. *Telv.* 190. *Cro. Jac.* 253. *Marsham and Hunter's Case*, *Noy* 136. 1 *Salk.* 176. *Crowther against Oldfield*.

Where a Copyholder hath Common of Pasture in the *Waste of the Lord*, but not within the Manor; if the Lord enfranchises his Copyhold, the Right of Common still remains. 1 *Lutw.* 126.

Tenants in Fee must prescribe for Common, &c. in their own Name, and others that have Interest, as for Life, Years by *Elegit*, at Will, &c. in the Name of the Lord. 6 *Rep.* 59. *Gateward's Case*.

If a Copyholder hath Common by Prescription in the *Waste of the Lord*, and the Lord stores the Waste with Conies, every Copyholder may have an *Action* on the Case against the Lord, averring, that by this the Common is impair'd. 1 *Roll. Abr.* 106. *Clayton and Horsey*.

Commons for Copyholders and Terminors to be relieved in *Chancery*. *Tothil* 46. *Colcor and Lee*.

See **Alamore, Commoner, Curtesy, Dower, Dist, Hay, Lord, Shack.**

Commoner, The Interest of the Commoner appears in these Particulars following:

First, As to the Lord; tho' it is not the Commoner's Common, (a) until his Cattle hath eat the Grass; yet he may (b) break down an Enclosure, if the Lord doth enclose Part, and leave not sufficient Common in the Residue. If the Lord (c) plows the Land and sows it, yet the Commoner may put in his Cattle, and justify the same. If the Lord erects a (d) Rick of Hay in the Common, and the Commoner's Beasts eat the Hay, it is justifiable.

Secondly, As to Strangers, a Commoner may distress their Beasts (e) *Damage-feasant*, in his own

(a) 1 *Roll. Abr.* 406. (b) 2 *Inst.* 88. (c) 1 *Roll. Abr.* 406. (d) 2 *Cro.* 271, 272. (e) 9 *Rep.* 112, 113. 1 *Roll. Abr.* 405.

I

Name;

Name; or every *Commoner* may have an Action of the Case; if a Stranger comes and takes away the (a) Turf, the Lord only has an Action; but the *Commoner* may have his Action for entering with Horses and Carts.

Lastly, As to other *Commoners*; if any (b) *Commoner* encloses the *Common*, or builds a House upon the *Common*, every *Commoner* hath his Action for his private Damages. See *Somerton*.

Commorant, If one's House stands in two *Leets*, he is said to be *Commorant* in that his Bed stands in. *Wood's Inst.* 484.

Composition, A *Composition* formerly made between Lords and Tenants, decreed to bind a Purchaser or an Heir. *Sterling's Case*, 9 *Car. Lex Cust.* 330.

Condition, Copyholder may surrender to the Use of another on Condition; as for the Copyholder to pay to the Surrendree a Sum of Money at a Time to come, and that then the Surrender shall be void. 5 *Rep.* 114. *Wade's Case*.

A Copyholder may surrender to the Use of another, reserving Rent, with Condition of Re-entry for Non-payment; and for Default of Payment may re-enter. 4 *H. 6.* 11. 21 *H. 6.* 37.

A Copyholder surrenders upon Condition, and afterwards by his *Deed* releaseth the Condition; it is good without Surrender; for properly a Right or Condition cannot be given or determined by Surrender, but by Release. *Cro. Jac.* 36. *Hull and Shardtbrook.* 4 *Rep.* p. 25. *Kite and Queinton*.

Copyhold is not within the Statute of 32 *H. 8.* of Entries for Conditions broken; but Assignee of Copyhold is within the Statute to have Action of Covenant. 1 *Keb.* 356. *Baker's Case*.

(a) 1 *Roll. Abr.* 89, 398, 402. (b) 9 *Rep.* 113.

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A Condition that one is seised of Copyhold Lands mortgaged, and that he will pay the Money due on the Surrender.

THE Condition of this Obligation is such; That whereas the above-bound F. N. a Customary Tenant of the Manor of Glatton with Holme, Co. Huntingdon, on the Day of the Date of the above-written Obligation, for and in Consideration of the Sum of 50 l. of good and lawful Money of Great Britain, to him in Hand paid by the above-named R. W. did surrender into the Hands of the Lord of the said Manor, by the Hands and Acceptance of T. M. and W. A. two like Customary Tenants of the said Manor, one Copyhold Tenement, with the Appurtenances, containing by Estimation five Acres, be the same more or less, situate, lying and being in Glatton aforesaid, and Parcel of the said Manor; To the Use and Behoof of the said R. W. his Heirs and Assigns for ever, according to the Custom of the said Manor; provided nevertheless, and upon this Condition, That if the said T. N. his Heirs, Executors, Administrators, or Assigns, shall and do, well and truly pay or cause to be paid unto the said R. W. his Executors, Administrators or Assigns, the full and just Sum of 50 l. of good and lawful Money of Great Britain, with lawful Interest for the same, on or before, &c. That then the said Surrender should be void and of no Effect, or else to be and remain in full Force and Virtue, as by the said Surrender more plainly and fully it doth and may appear. If therefore the said F. N. was at the Time of making the said Surrender, solely, rightfully and absolutely seised of and in the said Copyhold Tenement, with the Appurtenances, in Fee-simple, to his own Use, according to the Custom of the Manor aforesaid; and also if he then had full

I 2 Power,

Power, good Right and lawful Authority to Surrender the same unto the said R. W. and his Heirs, in Manner and Form aforesaid; and also, if the said F. N. his Heirs, Executors, Administrators or Assigns, shall well and truly pay, or cause to be paid, unto the said R. W. his Executors, Administrators or Assigns, the aforesaid Sum of 50*l.* in the Condition of the said recited Surrender specified, on, &c. in full Discharge of the said Condition, and according to the true Intent and Meaning thereof; and lastly, If the said F. N. his Heirs, Executors, Administrators or Assigns, shall and do at the next Court-Baron to be held in and for the said Manor, pay and discharge all the Fees that shall be due to the Steward of the Court of the aforesaid Manor; that then this present Obligation shall be void, &c.

A Condition to surrender Copyhold Lands, whereunto the Obligor is admitted in Trust for the Obligee.

THE Condition, &c. That whereas the above-bound J. F. at the Costs and Charges, and in Trust for the only Benefit of the said R. M. hath had and taken Admittance, according to the Custom of the Manor of H. in the County of B. of, and to the Reversion of one Messuage, one Barn, and certain Lands called, &c. containing by Estimation twenty Acres, be the same more or less, thereunto belonging, with the Appurtenances, situate, &c. and holden by Copy of Court-Roll of the said Manor; To have and to hold unto the said J. F. for and during the Term of his natural Life, from and after the Decease of E. Wife of the said R. M. and the said R. M. and from and after the Decease of the Survivor of them. If therefore the said J. F. do, and shall, upon the Request, and at the Costs and Charges of the said R. M. his Executors or Administrators, well and truly,

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truly, and according to the Custom of the said Manor, Surrender into the Hands of the Lord of the said Manor, all the said Messuages and Premises with their Appurtenances, in such Manner and to such Use and Uses as the said J. F. his Executors and Administrators shall direct and appoint. And also if the said R. M. his Executors, Administrators and Assigns, shall or lawfully may from Time to Time, and at all Times, until such Surrender shall be so made by the said J. F. as aforesaid, peaceably and quietly have, hold, use, occupy, possess, enjoy and keep the said Messuage and Premises, with the Appurtenances, and every Part and Parcel thereof, without any Let, Trouble, Interruption or Contradiction of, or by the said J. F. or any claiming under him, or by his Aēt and Deed: Then, &c.

Form of a Surrender on Condition.

The Manor of
Glatton with
Holme.

} The 15th Day of January, 1732.

‘ Be it remember’d, the Day and Year
‘ above-written, That H. H. a Custo-
‘ mary Tenant of the said Manor, did
‘ surrender by Rod into the Hands of
‘ the Lord of the said Manor, by the
‘ Hands and Acceptance of Thomas
‘ James and John Andrews, two like
‘ Customary Tenants of the said Ma-
‘ nor, all that his Copyhold, Cottage
‘ or Tenement, and all other his Cu-
‘ stomary and Copyhold Lands, Te-
‘ nements, and Hereditaments holden of
‘ the said Manor, with all and singular
‘ the Appurtenances thereunto belong-
‘ ing, the Reversion and Reversions,
‘ Remainder and Remainders thereof,
‘ and all the Estate, Right, Title, In-
‘ terest,

- tereft, Claim and Demand of him the
- faid H. H. of, in, and to the fame;
- to the Ufe and Behoof of W. A. his
- Heirs and Affigns for ever, according
- to the Custom of the faid Manor.

PROvided always nevertheless, and upon this Condition, That if the faid H. H. his Heirs, Executors or Administrators, do and fhall, well and truly pay or caufe to be paid, unto the faid W. A. his Executors, Administrators or Affigns, the full and juft Sum of 300 l. of lawful Money of Great Britain, with lawful Interest for the fame, on or before the 15th Day of July next enfuing, then this Surrender to be void.

Surrender'd and taken the Day
and Year above-written.

Thomas James,
John Andrews.

Henry Hafel.

Admittance to a Copyhold Estate on Condition not performed.

WHEREAS at a Court-Leet and Court-Baron held in and for the Manor aforefaid, the 5th Day of April, 1733. It was prefented by the Jury of Homage, That H. H. a Customary Tenant of the faid Manor, the 15th Day of January, in the Year of our Lord God 1732. furrendered by Rod, into the Hands of the Lord of the faid Manor, by the Hands and Acceptance of Thomas James and John Andrews, two like Customary Tenants of the faid Manor, all that his Copyhold, Cottage or Tenement, and all other his Customary and Copyhold Lands, Tenements and Hereditaments holden of the faid Manor, with all and fingular the Appurtenances thereunto belonging, and the Reversion and Reversions, Remainder

mainder and Remainders thereof, and all the Estate, Right, Title, Interest, Claim and Demand of him the said H. H. of, in and to the same: To the Use and Behoof of W. A. his Heirs and Assigns for ever, according to the Custom of the said Manor; Provided always nevertheless, and upon this Condition, That if the said H. H. his Heirs, Executors or Administrators, do and shall, well and truly pay or cause to be paid unto the said W. A. his Executors, Administrators or Assigns, the full and just Sum of 300 l. of lawful Money of Great Britain, with lawful Interest for the same, on or before the 15th Day of July, next ensuing, then this Surrender to be void. Now to this Court came the aforesaid W. A. &c. [See Admittance.]

See Copyhold, Feoffee, Fish, Periot.

Conies. See Common.

Consent. See Cottage.

Constable, upon Complaint made to the Sessions, that one Stevens was at the Court-Leet presented to be a Constable for the Year ensuing; and that the Steward refused to swear him, but nominated another, and swore him into the Office; the Sessions ordered that Stevens should serve, and swore him accordingly; and all this Matter being returned by Certiorari into the King's Bench: It was objected, that the Justices in Sessions had no Power to choose a Constable, but that the Leet was the proper Court for that Purpose; this was admitted by the Court to be true; but that a Constable being a Peace-Officer, is within the general Jurisdiction of the Justices of the Peace, though they have not an original Authority to choose one; the Order was confirmed. *T. Jones* 212. The King against Stevens.

The Steward may impose a Fine upon one who is elected Constable by the Jury, if he be present

in the Court, and refuses to be sworn; but if he be not present, the Steward cannot fine him; yet he may be amerced, and that Amercement affected at the next Court. And after the Court is over, a Justice of Peace must swear him, on the Steward's Certificate, that he is chosen. 5 Mod. 130. 8 Rep. 38. Griesley's Case.

Form of an Order on a Constable's not appearing at the Court, to be sworn into his Office by a Justice of Peace.

The Manor of Stil- } To Thomas Asbley Constable
ton Co. Huntington. } of the Manor of Strilton.

FOrasmuch as at his Majesty's Court-Leet holden this present Day, in and for the said Manor, you are elected Constable for the Year ensuing: These are therefore to will and require you, upon Receipt hereof, to take upon you the said Office; and forthwith to repair to one of his Majesty's Justices of the Peace of the said County, before him to take your Oath for your due Execution of your said Office: Hereof fail not at your Peril. Given under my Hand and Seal the fifth Day of April, 1734.

G. B. Steward. L. S.

'The Oath of the Constable.

YOU shall well and truly serve our Sovereign Lord the King, and the Lord of this Leet, in the Office of a Constable, in and for the Manor of, &c. until you be thereof discharged by due Course of Law: You shall well and truly do, and execute all Things belonging to your Office, according to the best of your Skill and Knowledge.

So help you God.

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See Alderman, Lawyer, Physician,
Taunton.

Contempt, if any *Suitor* present in Court, refuse to be of the *Jury*, or if any make another commit such Contempt, or any other Contempt or Disobedience in *Court-Leet*, the *Steward* may fine him without affirming it by *Affeerors*. 10 H. 6. fol. 7. *Jacob's Court-Keeper* 418. See **Steward**.

Contingent. See **Copyhold, Fee**.

Contratts, made with Tenants on any Alteration of their Estates, are enter'd in a Book, and signed by the several Purchasers, &c. and the Steward gives them Copies transcribed therefrom, and signed by him, with the Addition of the Name of the Manor in the Margin; and at the Top, the Time of holding the Court; in Manner following.

The Manor of <i>Glatton</i> with <i>Holme Co.</i> <i>Huntington</i> .	} At a Court Baron of J. C. Esq; held for the said Manor, &c. the, &c. by G.B.Gent. Steward there.
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Contracted with Joseph Selby in Consideration of, &c. to grant to him by Copy of Court-Roll, all that Messuage and Tenement, with the Appurtenances, called, &c. late in the Possession of, &c. to hold to him the said Joseph for Life, and Lives of William and John Selby his Sons, at the yearly Rent of, &c. and for his Fine, &c. to be paid on Delivery of the Copy.

Joseph Selby.

G. B. Steward.

Contracted and agreed with Richard Preist, of, &c. that in Consideration of the Surrender of a Copy of Court-Roll, bearing Date, &c. whereby the said Richard Preist, held one Messuage or Tenement,
with

with twenty Acres of Land, called Combs-land, situate, lying and being in the Manor aforesaid, for his Life, and the Life of, &c. and also in Consideration of the Sum of, &c. to be paid on, &c. the said Richard Preist shall have a Copy of the Messuage or Tenement, and twenty Acres aforesaid, with the Appurtenances, to hold to the said Richard Preist for his own Life, and the Lives of, &c. under the yearly Rent of, &c. and the best Beast (or other Goods) for an Heriot, &c.

Richard Preist.

G. B. Steward.

Indenture of Covenants upon a Contract for Purchase of a Copyhold, where Part of the Purchase-money is paid, and the Purchaser is to be at his Liberty to proceed in the Purchase, or not.

THIS Indenture made, &c. between Samuel Jacobs, of, &c. of the one Part, and John Martin of, &c. of the other Part. Whereas the said Samuel Jacobs for and in Consideration of the Sum of 50 l. of lawful Money of Great Britain, to him by the said John Martin in Hand paid, the Receipt whereof the said Samuel Jacobs doth hereby acknowledge, and for and in Consideration of the further Sum of 100 l. to be paid in such Manner, as is herein after mentioned, hath this present Day bargained and sold, or agreed to bargain and sell unto the said John Martin, all that, &c. which the said Samuel Jacobs now holdeth to him and his Heirs, by Copy of Court-Roll of the Manor of, &c. Now this Indenture witnesseth, That the said Samuel Jacobs doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said

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‘ said *John Martin*, his Executors or Administra-
‘ tors, by these Presents, that the said *Samuel Ja-*
‘ *cobs*, upon the Requests to him made, shall and
‘ will, at the Costs and Charges of the said *John*
‘ *Martin*, well and truly, and according to the Cu-
‘ stom of the said Manor, surrender into the Hands
‘ of the Lord of the said Manor, the said Mes-
‘ suage, Lands and Premisses, with the Appurte-
‘ nances, to the Use and Behoof of the said *John*
‘ *Martin*, and his Heirs for ever: And also that
‘ the said *John Martin*, and his Heirs shall, or law-
‘ fully may, from Time to Time, and at all Times
‘ from henceforth, during the Life of the said *Sam-*
‘ *uel Jacobs*, peaceably and quietly have, hold
‘ and enjoy the said Messuage, &c. with the Ap-
‘ purtenances; and the Rents and Profits thereof
‘ receive, have and take to his and their own
‘ Use, without any Account thereof to be render-
‘ ed, and without any Let or Interruption of or by
‘ the said *Samuel Jacobs*, or any Person claiming
‘ from, by or under him. *Provided always*, and
‘ upon this Condition nevertheless, that if the said
‘ *John Martin* or his Heirs, at the Time of the
‘ Request made unto the said *Samuel Jacobs* for
‘ making such Surrender, as aforesaid, do not, or
‘ shall not well and truly pay, or cause to be paid,
‘ unto the said *Samuel Jacobs*, the said Sum of
‘ 100 *l.* and do not also in the mean Time, upon
‘ every Request thereof to be made by the said *Sam-*
‘ *uel Jacobs*, pay unto him 5 *l. per Cent.* for the
‘ Year’s Interest, for the Forbearance of the said
‘ 100 *l.* that then and from thence, and at all
‘ Times after, all the Agreements and Covenants
‘ of the said *Samuel Jacobs* before herein mention-
‘ ed shall cease, and be utterly void and of none
‘ Effect. And the said *Samuel Jacobs* doth further
‘ for himself, his Heirs, Executors and Administra-
‘ tors, covenant and grant, to and with the said
‘ *John*

John Martin, his Executors and Administrators, by these Presents, that if the said Samuel Jacobs do not in his Life-time make such Surrender, as aforesaid, the Heirs, Executors or Administrators of the said Samuel Jacobs, shall and will, within two Months after his Decease, repay unto the said John Martin the said Sum of 50 l. by him to the said Samuel Jacobs, paid as aforesaid. In Witness, &c.

Conveyance, though a Copyholder cannot convey his Estate to a Stranger otherwise than by Surrender, and Admittance of the Surrenderee, yet he may grant it to the Lord of the Manor himself out of Court by Bargain and Sale, because the Custom to convey by Surrender, is not between the Lord and Tenant, but between Tenant and Tenant. *Winch 66. Hasset against Hanson.*

Coparcener, after Partition of a Manor by Coparceners, one Party cannot lease her Part by the Name of the Moiety of the Manor. *1 Anders. 222.*

One Coparcener is Heir to the other as to her Moiety; and the Reason is, because, she is in every Respect a compleat Heir, but yet she cannot have an Action of Waste, nor enter for a Forfeiture for Waste done, or Forfeiture committed in the Life-time of the other. *1 Lutw. 799. Eastcourt against Weeks.*

Admittance of a Son and Heir, to Copyhold Lands held in Coparcenership.

TO this Court it is presented by the Jury of Homage, That Abraham Hancock, who held of the Lord of this Manor as a Parcener, according to the Custom of the said Manor, three Messuages or Tenements, and twenty Acres of Land, &c. with the Appurtenances, in, &c. within the Manor aforesaid,

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said, (together with his Brother William Hancock,) to him and his Heirs, since the last Court died seised thereof; and that Thomas Hancock his Son, is next Heir to a Moiety of the aforesaid Messuages or Tenements, &c. and is of full Age. Now to this Court came the aforesaid Thomas, and craved to be admitted Tenant to the said Moiety of the said Messuages or Tenements, &c. and the Lord of the Manor aforesaid, by his Steward aforesaid, did deliver Seisin thereof by Rod, to have and to hold, the said Moiety of the said Messuages, &c. to him the said Thomas, and his Heirs in Coparcenership with the aforesaid William his Uncle, of the said Manor by Rod, according to the Custom, &c. [See Admittance.]

Copy, a Manor; and generally all Lands and Tenements within the *Manor*, and whatsoever concerneth Lands or Tenements, may be granted by Copy; as a Fair appendant to a Manor, &c. *Co. Lit. 58. b.*

See *Apleham, Copyhold, Crokeham, Customary Manors, Evidence, Freehold, Roll, Tithes, Underwood.*

‘ **Stat. 13 Car. 2. cap. 4.** Leases to be made
 ‘ within three Years by the King, under the Great
 ‘ Seal, or Seal of the *Exchequer*, or by Copy of Court-
 ‘ Roll, of Offices, Parks, Lands, or Hereditaments,
 ‘ (other than Honours, Lordships or Manors) Parcel
 ‘ of the Possessions of the Dutchy of *Cornwall*, shall
 ‘ be good in Law, and all Covenants, Conditions, and
 ‘ Agreements in every such Lease, Grant or Copy.

‘ **Stat. 22 Car. 2. cap. 7.** another Act to the
 ‘ same Effect in all Points; only that upon Leases
 ‘ to be made by Virtue of this Act, where no
 ‘ Rent hath been reserved, there shall be reserved
 ‘ a reasonable Rent, not under the twentieth Part
 ‘ of the clear yearly Value.

‘ **Stat.**

‘ Stat. 25 Car. 2. cap. 3. another Act to the same Purpose.

‘ Stat. 1 Jac. 2. cap. 9. all Grants made in the late King’s Reign, or to be made by *Copy of Court-Roll*, according to the Custom of the respective Manors of the Dutchy of Cornwall, or thereunto annexed, and all Leases and Grants made by the late King, or to be made within seven Years, by Letters Patent under the Great Seal, or Exchequer Seal, or by *Copy of Court-Roll*, of any Offices, Messuages, Parks, Lands, Tenements or Hereditaments, (other than Honours, Lordships or Manors) Parcel of the Possessions of the said Dutchy, or annexed to the same, shall be good in Law against the King, and all others that shall at any Time hereafter enjoy the said Dutchy.

‘ In Case any of the Tenants of the said Dutchy shall, within seven Years next coming, compound with the Lord High Treasurer, or the Commissioners of the Treasury, or such [as he or they shall authorise for the taking any increased Rent reserved; then upon such Composition-Money paid to the Receiver General of the said Dutchy, and inrolled before the Auditor of the Premises, such increased Rents shall from thenceforth cease, and the old Rent only, or such other Rent as shall be directed by such Composition, shall be charged upon the Lands, &c. so compounded.

‘ Stat. 12 A. Sess. 2. cap. 22. another Act to the same Effect.

Copies of Court-Rolls, (which are the Copyholders principal Evidence) are transcribed by the Steward of the Court, from the original Rolls, in a fair legible Hand, on a 2 s. 3 d. Stamp, [See Stamp] with the Name of the Manor in the Margin; and at the Top, the Title and Time of holding the Court, (in following Manner) and must be signed by him, and then delivered to the Copyholder.

Form

Form of a Copy of Court-Roll.

The Manor
of Glatton with
Holme, in Co.
Huntingdon.

View of Frankpledge, with the
Court-Baron of J. C. Esq; held
at Glatton, in and for the Ma-
nor aforesaid, the 29th Day of
April, 1734. before me G. B.
Steward there.

TO this Court it is presented by the Jury of Ho-
mage, that Robert Whitaker, late a Customary
Tenant of the said Manor, who in his Life-time,
held to him and his Heirs, of the Lord of this Ma-
nor, according to the Custom of the Manor aforesaid,
all that Turf-Lot, containing by Estimation,
six Acres, be the same more or less, situate, lying
and being in the Parish of Holme, in the Manor
aforesaid, abutted and abounded in Manner follow-
ing, to wit, the Land of Thomas Seawel, on the
East-side, and Whittlesea-Meer on the North-side.
And that before this Court the said Robert Whitaker
died seised thereof, and that William Whitaker, his
Son, is next Heir, and of full Age; now to this Court
came the aforesaid William Whitaker, in his own proper
Person, and humbly sought of the Lord of the Manor
aforesaid, that he might be admitted Tenant to the
said Turf-Lot, and being Personally present in
this Court, the Lord of the Manor aforesaid, by his
Steward aforesaid, did deliver Seisin thereof by the Rod,
To have and to hold, all and singular the said Turf-
Lot to him the said William Whitaker, his Heirs
and Assigns, for ever, of the Lord, by Rod, to the
Will of the Lord, according to the Custom of the said
Manor, by Fealty, Suit of Court,

Fine 1 s. 4 d.

Quit-Rent 4 d.

Custom and annual Payment, and
all other Services heretofore owing,
and of Right accustomed; so always
saving the Right of the Lord, the said William

Whitaker

Whitaker is admitted Tenant thereof, in Form aforesaid, and paid to the Lord for the same, the Fine as in the Margin, and did Fealty. [See Admittance.]

G. B. Steward.

Copyhold Lands were before the Conquest, and were called *Folkland* in the Time of the Saxons; and the Charter (or Freehold) Lands *Bockland*; and *Copyhold* Estates have, in Time of every King since the Conquest, by all the Justices been allowed; so that for the Antiquity, and their continual Allowance from Time to Time, the Estates of *Copyholds* are affirmed in Law. *Kitchen* 177.

Copyhold Lands are as the *Demefns* of the Manor, and are the Lord's Freehold, and therefore are not impleadable but in the Lord's Court. *Cro. Jac.* 559. *Pymmock* and *Hilder*.

If Tenant in Tail or in Fee of a Manor, will grant Lands by *Copy*, which were no *Copyhold* Lands before, and that have continued by divers *Admittances* after as *Copyhold*, and were never interrupted at any Time by the *Issue in Tail*, but hath been allowed by him, so that it hath continued sixty or eighty Years, this is very good, and shall not be avoided; but if it can be shewed to have been interrupted, then it is otherwise. *Kitchen* 175.

If a *Copyhold* be forfeited, or *Escheat* to the Lord, or otherwise come into his Hands, and he make a *Lease* for Years or for Life, or other Estate by *Deed*, or without *Deed*, this Land shall never after be granted by *Copy*, for the Custom is destroyed; for that during such Estates, the Land was not demised, nor demisable by *Copy* of Court-Roll. So if the Lord make *Feoffment*, and enters for the Condition broken, it shall never be again granted by

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by Copy; but if the Lord keep it in his Hands for twenty Years, or upwards, or let it at Will, then he may regrant it. *Latch. 213. 1 Rol. Abr. Down-cliff and Minors 498.*

If the Lord make a Lease for Life to the Copyholder by Parol, this shall confound the Copyhold, if Livery be made. *Latch 213.*

One cannot pass a Copyhold Estate to begin from a Day to come, nor yet upon a Contingency, no more than a Freehold at Common Law. *2 Bulst. 274. Simpson and Sothern.*

Copyhold Estates are intailed by Custom, and not by the Statute. *M. 18 Car. Pilkington and Stanhope's Case.*

A Copyhold may be intailed by Custom, and barred by a Recovery, by Special Custom; and it was agreed that a Surrender may bar the Issue by Special Custom. *Chard and Wyat; so Lee and Brown M. 15 Jac. 1. B. R.* and it was agreed to be a strong Proof of the Custom, that they to whose Use such Surrender had been made, had enjoyed the Land against the Issue in Tail. *1 Rol. Abr. 506.*

A Copyhold granted at a Court kept out of the Manor, confirmed against the Lord in Chancery. *Tothil 45. Mark against Sulyard.*

Stat. 9 Geo. 1. cap. 29. 'Where any Persons
' under the Age of twenty-one Years, or Feme
' Covert, shall after 24 June, 1723. be intitled
' by Descent or Surrender, to the Use of a Last
' Will, to be admitted Tenants of any Copyhold
' Messuages, Lands, Tenements or Hereditaments
' in England or Wales, they not having been
' admitted thereto, nor paid their Fines, such In-
' fant or Feme Covert, in their proper Persons, or
' such Feme Covert by her Attorney, or such In-
' fant, by his Guardian; or in Case he have no
' Guardian, then by his Attorney, (for which
' Purpose they are hereby impowered, by Writing

under their Hand and Seal, respectively, to appoint Attornies,) shall appear at one of the three next Courts which shall be kept (for the keeping whereof the usual Notice shall be given) for such Manor, whereof such Messuages, &c. shall be Parcel, and there tender themselves to the Lord, or his Steward, to be admitted Tenants; to make which Appearance, and take such Admittance, such Guardian and Attorney are hereby respectively authorised; and in Default of such Appearance, and of Acceptance of such Admittance, the Lord or his Steward, after three Courts have been holden, and Proclamation regularly made, may nominate at any subsequent Court, any fit Person to be Guardian or Attorney for every such Infant or Feme Covert, for that Purpose only; and by such Guardian or Attorney, may admit such Infant or Feme-Covert to all such Messuages, &c. and on such Admittance may impose such Fine as might have been legally imposed, if such Infant had been of full Age, or such Feme Covert unmarried.

On every such Admittance, the Fine set thereon may be demanded by the Bailiff of the Lord of the Manor, by a Note signed by the Lord or his Steward, to be left with such Infant or Feme Covert, or with the Guardian of such Infant, or the Husband of such Feme Covert, or with the Tenant of the Messuages, &c. to which they were admitted; and if the Fine be not paid or tender'd to the Lord or his Steward, within three Months after such Demand, then the Lord may enter on such Copyhold Estate, and hold the same, and receive the Rents thereof, (but without Liberty to fell any Timber) till by such Rents he shall be fully paid the Fine, with all necessary Costs and Charges which he shall have been put to in raising the same, and in obtaining the Possession of such Copyhold, although such Infant

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* *Infant or Feme Covert* shall happen to die before
 * such *Costs* and *Fine* be raised; of all which
 * *Rents* so to be received upon the said Occa-
 * sion, the *Lord* shall yearly, on Demand by such
 * Persons as shall be intitled to the *Surplus*, or
 * by such as shall be then intitled to the *Copy-*
 * *hold Estate*, render a just Account, and pay the
 * *Surplus* to such Person as shall be intitled to the
 * same.

* As soon as such *Fine* and *Costs* shall be fully
 * satisfied; or if after such Seisure and Entry,
 * the *Fine* and *Costs* shall be tender'd to the
 * *Lord*, then such *Infant or Feme Covert*, or
 * other Person intitled thereto, may enter upon
 * and take Possession of the said *Copyhold Premises*,
 * and the *Lord* is required to deliver Possession
 * thereof accordingly; and if the *Lord*, after the
 * *Fine* and *Costs* shall be fully satisfied, or after
 * they have been tender'd as aforesaid, shall re-
 * fuse to deliver the Possession, he shall be liable
 * to make Satisfaction to the Person so kept out
 * of Possession, for all the Damages he shall there-
 * by sustain, and all the *Costs* and Charges he shall
 * be put to for Recovery thereof.

* Where any *Infant or Feme Covert* shall be
 * admitted to any *Copyhold Messuages, &c.* if the
 * *Guardian* of such *Infant*, or *Husband* of such
 * *Feme Covert* shall pay the *Lord* the *Fine* legally
 * set on such Admittance, and the *Costs* the *Lord*
 * shall be put to, then the *Guardian* or *Husband*,
 * their *Executors, &c.* may enter into, and hold
 * the said *Copyhold Messuages, &c.* and receive
 * the *Rents* and *Profits* thereof, till they shall be
 * fully satisfied all the Money they shall disburse
 * on the Account aforesaid, notwithstanding the
 * Death of such *Infant or Feme Covert* shall hap-
 * pen before the Monies so expended be reim-
 * bursed.

‘ After 24 June, 1723. no *Infant* or *Feme Covert* shall forfeit any *Copyhold* Messuages, &c. in *England* or *Wales*; for their Neglect or Refusal to come to any Court to be kept for any Manor, whereof such Messuages, &c. are Parcel, and to be admitted thereto; or for the Omission, Denial or Refusal to pay any *Fine* imposed on their Admittance to such *Copyhold* Messuages, &c.

‘ If the *Fine* imposed in any of the Cases before mentioned shall not be warranted by Custom of the Manor, or shall be unlawful, then such *Infant* or *Feme Covert* shall be at Liberty to controvert the Legality of such *Fine*, in such Manner as they might have done if this Act had not been made.

See *Alien, Bankrupt, Common, Condition, Conveyance, Court, Demesne, Descent, Devise, Discontinuance, Destroy, Elcheat, Extent, Feoffment, Fine, Forfeiture, Freehold, King, Lease, Suspended.*

Copyholder is Tenant by Copy of Court-Roll, being admitted to Lands and Tenements within a *Manor*, that Time out of Mind, by Use and Custom of the said *Manor*, have been demisable and demised to such as will take the same in Fee, in Fee-tail, for Life, Years or at Will, according to the Custom of the Manor, by Copy of Court-Roll of the same Manor. *West. Symb. Part 1. Lib. 2. Sect. 646. Lit. Sect. 73.*

And that Person is sufficient to be a *Copyholder* who is of himself able, or by another, to do the Service of a *Copyholder*, as an *Infant* may be a *Copyholder*; for his *Guardian* and *Prochein Amy*, may do the Service; but a *Lunatick* or *Ideat* cannot be a *Copyholder*, because they cannot

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not do the Service themselves, nor depute any other.

A Copyholder had in Judgment of Law an Estate but at *Will*, yet Custom had so established and fixed his Estate, that this, by the Custom of the Manor, is descendible, and his Heirs shall inherit it; and therefore his Estate is not meerly at the *Will* of the Lord, but at the *Will* of the Lord according to the Custom of the Manor; so that the Custom of the Manor is the Life of Copyhold Estates; for without a Custom, or if they break their Custom, they are subject to the Lord's *Will*. 4 Rep. 21. *Brown's Case*.

A Copyholder doth not derive his Estate out of the Estate or Interest of the Lord only; for then the Copyhold Estate should cease when the Estate of the Lord determined; but the Copyholder is in by the Custom. 4 Rep. 23. a.

A Copyholder cannot be sued in any *Real Action*, or *Actions* favouring of Reality, but in the Lord's Court. *Sheppard's Court-Keepers Guide*, p. 177.

Copyholders cannot have *Trespas*s against their Lord, yet may bar their Lord in *Trespas*s brought by the Lord against his Copyholder. *Kitchen* p. 161. *Lit. fol.* 15, 16.

A Copyholder of Inheritance took a *Lease* for Years of his Copyhold from the Lord of the Manor; the Lord sold this Manor to J. S. who had Notice of this Copyhold of Inheritance, yet would not the Court of *Chancery* relieve the Copyholder, his *Lease* being ended; for by Law his Copyhold Estate is determin'd. *Tracey against Noel*. M. 2 Jac.

A Copyholder, in the Eye of the Law, is but Tenant at the Lord's Will; and if the Lord will not hold Court, he hath no Remedy to compel him but by Decree in *Chancery*. *Cro. Jac.* p. 368.

See *Action, Aid, Bargainee, Baron and Feme, Bill, Bough, Charge, Common, Conveyance, Cottage, Enclose, Entail, Erring, Extinguishment, Feoffment, Heir, House, Infant, Jury, Lease, Letter of Attorney, Lessee, Licence, Marle, Mines, Prescribe, Recusants, Rent, Repair, Reversion, Roll, Statute, Suit, Surrender, Timber, Trees, Waste.*

Corn. See *Emblements, Feme.*

Cornage, a Kind of Tenure in Grand Serjeanty, in the North of *England*, about the *Piſts-Wall*, the Service of which was to blow a Horn, (or Trumper) on any Apprehension of an Invasion from the *Scots*; but though the Wall be in Ruins, yet several Manors and Lands in those Parts were held of the King by Cornage, in *Camden's Time*. See *Camden's Britannia*, p. 1049.

Cornwall. See *Copp.*

Corporation, A Bishop or Prebendary seised of a Manor, may make Copyhold Estates. *Shep. Court-Keepers Guide* 113.

Cotes, Co. *Derby*, Sir *Stephen de Segrave*, in *Henry the Third's Time* purchased the Manor of *Cotes*, of the Daughters and Heirs of *Stephen de Beauchamp*, to hold by the Service of one *Brache*, (a Bitch-Hound) yearly. *Blount Ten.* 11.

Cotinton, Co. *Nottingham*, *Walter de Marisco* held the Manor of *Cotinton*, by the Service of presenting the King yearly with a Pair of Scarlet Hose. *Blount Ten.* 87.

Cotland, This Land is sometimes called *Cotserkland*, from *Cote*, a little House, *Seth* a Seat or Settle, Land *Terra*, i. e. an House with a small Parcel of Land appendant; and the Dwellers and Occu-

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Occupiers *Cotarii*, *Cotseti* or *Cotmanni*, base Tenants that had the Appellation from their *Cottages*. *Gurd. Hist.* 578.

Cottage, A Copyholder surrendered a Cottage, with an Acre and an Half of Land; the Surrendree was admitted, and the Steward assessed two Years Value of the Cottage, &c. and upon Refusal to pay it after a Demand, the Lord entered for a Forfeiture: Adjudg'd that two Years Value being 5*l.* 6*s.* 8*d.* was an unreasonable *Fine* for a Cottage and an Acre of Land; but if it had been a reasonable *Fine*, in such Case, a Day and Place should have been appointed for the Payment, because the Penalty is so great for Non-payment, it being no less than the Forfeiture of the Estate. 13 Rep. 1. *Willows* against *Willows*.

Stat. 31 *Eliz. cap.* 7. 'None shall erect or
' convert a Building to be a Cottage for Habitation,
' unless he lay four Acres of Freehold Land of Inheri-
' tance so near unto it, that they may be conve-
' niently occupied therewith, in Pain to forfeit 10*l.*
' to the Queen for every such Erection or Conver-
' sion, and 40*s.* a Month for the Continuance.

' No Owner or Occupier of any Cottage shall
' place, or willingly suffer any more Families than
' one to cohabit therein, in Pain to forfeit to the
' Lord of the *Leet* 10*s.* for every Month he so
' continues them together.

' Justices of Assise, Justices of Peace in their
' Sessions, and Lords of *Leets* (and their Stewards)
' have Power to hear and determine these Offen-
' ces.

' This Statute not to extend to Cottages in Ci-
' ties, Boroughs or Market-Towns, &c. nor to
' any Cottages which, upon an Order by Justice
' of Assise in open Assise, or Justices of Peace in
' Session, shall be decreed to continue for Habita-
' tion,

tion, for so long Time only as by such Decrees they shall be tolerated.

This Statute hath been adjudged, not to extend to Copyhold Houses, and that four Acres of Land holden by Copy for Life or Lives, or for any Number of Years, will not be sufficient to make it a lawful Cottage. 1 Bulst. 50. 2 Inst. 737, 738.

A Petition to the Justices of the Peace, for setting up a Cottage on the Waste.

To the worshipful the Justices of the Peace at their General Quarter-Sessions of the Peace, now holden at, &c. in the County of, &c. this Day, &c.

The humble Petition of Hugh Taber, of, &c. in the said County of, &c. Husbandman.

Humbly sheweth,

THAT whereas your Petitioner being with his Wife and Children, settled as an Inhabitant of and in the said Parish of, &c. and at present destitute of an Habitation, hath by Address made to J. C. Esq; Lord of the Manor of, &c. aforesaid, obtained his Consent for your said Petitioner to erect and set up a Cottage on the Waste within the Parish of, &c. aforesaid, for an Habitation for himself and his Family, if an Order of Sessions can be obtained for Confirmation thereof, as by the Consent of the said J. C. Esq; Lord of the said Manor hereunto annexed may appear.

May your Worships be pleased to grant unto your poor Petitioner the Order of this Court, whereby he may be enabled to set up a Cottage for an Habitation.

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Habitation for himself and poor Family, on some convenient Place on the Waste within the Manor aforesaid, to be assigned by the said J. C. Esq; or his Steward.

And your Petitioner shall ever pray, &c.

The Lord's Consent.

UPON the Petition of *Hugh Taber*, and the Certificate of the Inhabitants of the Parish of, &c. I do hereby give my Consent, being Lord of the Manor of, &c. aforesaid, That the said *Hugh Taber* shall and may erect and set up a Cottage for his Habitation, in some convenient Place on the Waste within the Parish and Manor aforesaid, to be assigned him by my Steward, provided that an Order of Sessions be procured according to Law for Confirmation thereof. Witness my Hand and Seal, this 24th Day of, &c.

J. C. (L. S.)

The Order of the Sessions thereon.

At a General Quarter-Sessions of the Peace, &c. held, &c.

Huntingdon, **W**Hereas *Hugh Taber*, of, &c. to wit, Husbandman, hath obtained the Consent of the Lord of, &c. for erecting, &c. and he having also petitioned us, &c. to grant him such an Order, we do therefore hereby order and give our Consent for erecting, &c.

See Ad commune nocumentum.

Covert. See Feme.

Cobyn. See Fine.

Court,

Court, To take a *Surrender*, and grant Land by Copy, is not any judicial Act, and the Admitting of a Copyholder is not any judicial Act, for there needs not be any Suitors there who are Judges; and such Court may be held out of the Precincts of the Manor, and the Grant is good, especially if the Lord of the Manor agree to it afterwards; and this Court may be kept by the Steward or his Deputy, or Servant by his Command. 1 Leon. p. 288. Lord Dacre's Case.

See **Baron, Chancery, Conveyance, Grant, Guardian, Leet, Roll.**

Creswell, Co. Berks, Hugh de St. Philibert held the Manor of Creswel, by the Serjeanty of carrying Bottles of Wine for the King's Breakfast. Blount 40. (But Qu. how many Bottles?)

Crokeham, Co. Somerset, The Market in Crokeham is always demised by Copy. 4 H. 6. 21. cited in Hoe and Taylor's Case. More N. 480. and Cro. Eliz. 413.

Cuckwold, Co. York, Thomas Colevyle held the Manor of Cuckwold of Thomas Lord of Mowbray, as of his Manor of Threke, rendring a Target or Shield, with the said Lord's Arms painted thereon, every Whitsunday. Blount 92.

Cui in vita. See **Champerty, Discontinuance.**

Cukeney, Co. Nottingham, Henry Fauconberge held the Manor of Cukeney by Serjeanty, by the Service of Shoeing the King's Palfry when he comes to Mansfield. Camden's Brit. 583.

Non Culp. Plea.

' And the aforesaid A. B. by H. F. his Attorney, comes and defends the Force and Injury, when, &c. and says he is not Guilty of the Trespass aforesaid, in Manner and Form, as the aforesaid C. D. sets forth in his Declaration: And of this puts himself upon his Country, &c.

Cum.

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Cumberton, Co. Cambridge, *Alexander Herred* held half a Hide of Land in Cumberton, by Serjeanty, to be the King's Baker. *Pla. Cor. 14 Ed. 1. Cant.*

Curtesy, In Trespass, the Defendant justified, setting forth, that *T. S.* was Lord of the Manor of *H.* where the Custom was, That if a Man married a Copyholder, and had Issue by her, and survived her, that he shall be Tenant by the *Curtesy*; then he pleaded he married *E. G.* to whom a Copyhold descended during the Coverture; and that he had Issue by her born alive, and that she is since dead, and so he hath Right to the Copyhold as Tenant by the *Curtesy*; and upon Demurrer to this Plea it was adjudged for the Plaintiff, and against the Husband; for admitting this Custom was good, yet the Husband could not, by Virtue thereof, be Tenant by the *Curtesy*, because his Wife was not a Copyhold Tenant of that Manor at the Time of her Marriage; for the Copyhold Estate descended to her afterward, and during her Coverture. 2 *Leon. 209. Sir John Savage's Case.*

The Custom of a Manor was, That if any Man had a Wife who was a Copyholder in Fee of the Manor, and had Issue by her, that he should be Tenant by the *Curtesy* of England. *A. B.* a Copyholder was seised in Fee and had Issue a Daughter, who was married to *J. S.* and had Issue; *A. B.* died; the Wife entred, and died before Admittance: The Question was, If the Husband should be Tenant by the *Curtesy*? By the Court, he shall: For the Delay of the Admittance of the Wife shall not prejudice the Husband. *Moor, n. 425. Ever and Aston.*

If a Woman *Seignioresse* take her Tenant to Husband, and hath Issue, and dies, the Husband shall not be Tenant by the *Curtesy* of Services. 1 *Ed. 3. Tit. Dower 70. Kitchen 318.*

A Man shall be Tenant by *Curtesy*, of a *Common* without Number. *Co. Lit.* 30. b.

It was agreed for Law, the Husband should not be Tenant by the *Curtesy* of a Copyhold Estate, without special Custom in the Manor for that Purpose. 4 *Rep.* 22. *Rivett's Case*.

See *Descent, Statute*.

Custom, Is a Law not written, but established by long Usage, and the Consent of our Ancestors: It must be grounded on four Things, to wit, *Antiquity, Continuance, Certainty* and *Reason*. 1. *Antiquity*, For that it hath been Time out of Mind, or threescore Years. 2. *Continuance*, That it ought to be without Interruption, Time out of Mind; for if it be discontinued within Memory, the Custom is destroy'd. 3. *Certainty*, A Custom must be certain, for Uncertainty is esteem'd as nothing in the Law. 4. *Reason*, A Custom must be reasonable, for Custom that is unreasonable is unlawful.

A (a) Copyholder has in Judgment of Law but an Estate at Will, (b) yet Custom has so establish'd and fix'd his Estate, that by the Custom of the Manor it is descendible, and his Heirs shall inherit it; and therefore his Estate is not meerly at the Will of the Lord, but at the Will of the Lord according to the Custom of the Manor; so that the Custom of the Manor is the (c) Soul and Life of Copyhold Estates.

Custom of a Manor cannot extend out of a Manor; therefore it ought to appear in Pleading, that the Place in which, &c. is within the Manor. *Hobart* 286. *Roberts and Young*.

As there may be an Estate-tail by Custom with the Co-operation of the Statute of *Westm.* 2. cap. 1. so

(a) 4 *Rep.* 21. a. (b) 3 *Rep.* 8. a. 4 *Rep.* 21. a. 6 *Rep.* 37. b. 8 *Rep.* 64. a. 9 *Rep.* 105. b. *Yelv.* 223. (c) 4 *Rep.* 23. b.

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a Copyholder may have a *Formedon in Descender*: But as the Statute without a *Custom* extendeth not to Copyholds, so a *Custom* without the Statute cannot create an *Estate-tail*. *Co. Lit.* 60.

See *Alteration, Bar, Copyhold, Copyholder, Conveyance, Life, Surrender*. For *Customs of particular Manors*, see the *Table*.

Customary Manors, they may be held of another Manor, and the Lord of such Manors may hold Courts, grant Copies of Lands, and the Lands held of such Manors may pass by Surrender and Admittance; and likewise Fines shall be paid upon Alienations or Descents; and if the Lands held of such Manors are forfeited, the Lord shall have the Services as annex'd to the Manors. *Nelson's Lex Maner.* 203. 4 *Rep.* 26, 27. See *Aylesham*.

Dalemayn, Co. Cumberland, Near Dacre, is Dalemayn, the Mansion-house of the *Hassels*, and holden of the Barony of *Graystock* in *Cornage*. *Camden's Brit.* 1019.

Dalescot. See *Grafton*.

Damage. See *Dower*.

Damage-feasant. See *Distress, Tender*.

Dansyng. See *Cholmer*.

Dean and Chapter of Worcester, Lord of a Manor, in Right of the Church, of which Manor *H. G.* was a Copyholder for Life, of Lands, under the Rent of 8 s. 8 d. a Year, payable quarterly, and a *Heriot* at the Death of the Tenant; the Copyholds were by the Custom grantable for three Lives, they demised the said Lands to *H. G.* and his Assigns, for the Lives of *R.* and *J.* and *M.* and the Survivor of them, rendring 8 s. 4 d. a Year, at two Feasts. The Question was, Whether this was a good *Lease*, or might be avoided by the Successor? By the Statute 13 *Eliz. cap.* 10. it was resolved,
1. That

1. That the Lease was good, tho' made for other Lives, and that the Occupants shall be punishable for Waste. 2. That Customary Demises are within this Law, for this Estate granted by Copy was in Judgment of Law an Estate at Will; and without doubt Lands which have been accustomed to be demised at Will by those which have the Inheritance of the Land, rendring Rent, are Lands accustomedly let to farm within the said Act. 3. The said Act doth not avoid the Lease, if the accustomed yearly Rent, or more be reserved; and as for the *Heriot*, it not being an annual Thing, nor depending on the Rent, it sufficeth if the annual Rent be reserved. 6 Rep. 37. *Dean and Chapter of Worcester's Case*.

Debet nil. Plea.

' And the aforesaid *W. J.* by *E. F.* his Attorney, comes and defends the Force and Injury, when, &c. and saith, That he doth not owe the aforesaid *H. F.* the aforesaid 25 s. nor any Part thereof, in Form, which the said *H. F.* above against him hath declared; and of this puts himself upon his Country, &c.

Debt lies for a *Fine* against the Copyholder by the Lord. 1 *Siderfin* 58. *Wheeler and Honor*.

See **Action, Devise, Executors.**

Declaration, Is a setting forth in Writing the Demand or Complaint of the Demandant or Plaintiff against the Tenant or Defendant, who is supposed to have done Wrong. It must set forth the Plaintiff's and Defendant's Names, the Nature of the Action, the Cause or Matter of Complaint, the Manner of it, the Time, Place, and the Damage sustained. It must be Writ in a fair Hand, in Words at length, and on a double Penny Stamp.

The Form of a Declaration containing
several Counts.

The Manor } *William Fairfax*, Plaintiff, } In a Plea of
of *Glatton*, } complains against } Trespass up-
 } *Thom. Weaver*, Defendant. } on the Case.
 } 17. 19. 11d.

AND whereupon the said *William Fairfax*,
by *William More* his Attorney, complains,
That whereas the aforesaid *Thomas*, on the tenth
Day of *April*, in the sixth Year of the Reign of
our Lord *George* the Second, by the Grace of
God of *Great Britain*, *France*, and *Ireland*, King,
Defender of the Faith, and so forth, at *Glatton*
aforesaid, within the Jurisdiction of this Court,
was indebted to the said *William Fairfax* in the
Sum of twenty Shillings of lawful Money of
Great Britain, for so much Money of him the
said *William*, at the special Instance and Request
of him the said *Thomas*, by the said *William*, to
the aforesaid *Thomas* before that Time advanced
and lent: And also in other twenty Shillings of
like lawful Money of *Great Britain*, for so much
Money of him the said *William*, by the aforesaid
William, at the like special Instance and Request
of him the said *Thomas*, for the said *Thomas*, be-
fore that Time deposited, laid out, and paid.
And being so thereof indebted, the said *Thomas*,
in Consideration thereof afterwards, to wit, the
same Day and Year at *Glatton* aforesaid, within
the Jurisdiction of this Court, as aforesaid, as-
sumed upon himself, and then and there faithfully
promised the said *William Fairfax* to pay him
the aforesaid two several Sums of Money, when
he should be thereto afterwards required. And
whereas also the aforesaid *Thomas* afterwards, to
wit, the same tenth Day of *April*, in the sixth
Year,

Year, &c. abovesaid, in *Glatton* abovesaid, with-
 in the Jurisdiction abovesaid, was indebted to the
 abovesaid *William* in other twenty Shillings of
 like lawful Money of *Great Britain*, for so much
 Money of him the said *William*, by the afore-
 said *Thomas*, to the Use of the said *William*, be-
 fore that Time had and received: And being so
 thereof indebted, the abovesaid *Thomas* after-
 wards, to wit, the same tenth Day of *April*, in
 the sixth Year abovesaid, at *Glatton* abovesaid, in
 the Jurisdiction abovesaid, in Consideration afore-
 said, assumed upon himself, and then and there
 faithfully promised, that he, the said *Thomas*,
 would well and truly pay, and satisfy unto him
 the said *William*, the abovesaid Sum of Money last
 mentioned, when he should be thereto after-
 wards required. And whereas also, &c. [*Here*
you may lay other Counts, Proceeding as in the
former]. Yet the abovesaid *Thomas* not at all re-
 garding his several Promises and Assumptions a-
 foresaid, but contriving, and fraudulently intend-
 ing the said *William* in this Behalf craftily and
 subtilly to deceive and defraud, the abovesaid several
 Sums of Money, or one Penny thereof, to the
 said *William* hath not paid, or any wise for the
 same contented, (although the abovesaid *Thomas*,
 afterwards, to wit, the same Day and Year last
 abovesaid, at *Glatton* abovesaid, in the Jurisdic-
 tion abovesaid, was required so to do;) but hath
 hitherto altogether refused, and still doth refuse
 to pay, or any ways content him the said *Wil-*
liam for the same. Whereupon the said *William*
 saith he is worse, and hath Damage to the Value
 of one Pound nineteen Shillings and eleven Pence,
 and thereof he brings his Suit, &c.

Pledges to prosecute { *John Doe.*
 Richard Roe.

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See **Demurrer**.

For different Forms of *Declarations*, see *The Table*.

Decree, Where the Lord grants the Reversion of the Copyholds, the Tenant cannot surrender, there being no Lord of the Services as the Custom will warrant; and he cannot pass his Estate any Way, but by a *Decree* in Chancery; and this will bind the Person only. 4 *Rep.* 25. *Murrel's Case*.

Deed. See **Attorney**, **Condition**, **Copyhold**.

Degemue, Co. Cornwall, *William Trevelle* held one (a) Cornish Acre of Land there, and in *Eglosdery*, by Serjeanty, to find a Boat and Nets, to fish in *Hellestone Lake*, as often as our Lord the King comes to *Hellestone*, and as long as he stays there. *Pla. Cor. de Anno 12 Ed. 1. Cornub. Blount*, p. 54.

Delamere Forest, Co. Cheshire, the *Dawns* of *Utkinson* were by Inheritance Foresters thereof, now in the Family of *Crew*. *Camden's Brit.* 673.

Delaprey. See **Grafton**.

Demand. See **Copyhold**, **Fine**, **Rent**.

Demesnes of a Manor are Lands which are in the manual Occupation of the Lord for the Maintenance of his Family. *Lex Maner.* 207.

The Lord having a Manor which extended it self into two Towns, granted the *Demesnes* and Services of that Part of the Manor which extended into one Town, &c. Adjudged that the Grantee had a Manor in that Town, and that the Grantor had a Manor in the other. *Cro. Eliz.* 19. *Harris* and *Haies* against *Nicholls*.

If a Man grant all his *Demesne* Lands, his *Copyhold* Lands will not pass, if he had other *Demesnes*

(a) A Cornish Acre makes near 60 Statute ones.

to satisfy the Words of the Grant. 2 Roll. Rep. p. 236.

See Copyhold, Dower, King, Lease, Manor, Waste.

Demise, If the Custom be, that the Lord may demise Copyhold in Fee, he may demise them for Life, Years, or in Tail, for these are included in a Fee which is greater. Cro. Eliz. 373. Stanton and Barnes, Co. Lit. 52. b.

Demurrer, Is an abiding in Point of Law, and a Referring to the Judgment of the Court, whether the Declaration or Plea of the adverse Party is sufficient in Law to be maintain'd. Wood's Inst. 587.

The Demurrer must be writ in a fair Hand, and on a double Penny Stamp.

Form of a Demurrer in Bar to a Declaration.

The Manor }
of G. }

William Truby
against
John Wiseman.

AND the said John Wiseman, by George Wright, his Attorney, comes and defends the Force, Injury, and Damages, and whatever else he ought to defend, when and where the Court will take the same into Consideration, and saith, that the said William ought not to maintain his said Action thereon against him, because he saith, that the said Declaration, and the subject Matter therein contained, are insufficient in Law for him the said William to maintain his said Action against the said John; to which said Declaration the said John is under no Necessity, or in any wise bound by the Law of the Land to answer; and this he is ready to verify: Whereupon for Want of a sufficient Declaration in this Case, the said John prays

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prays Judgment of the said Declaration, and that the said William may be precluded from having his said Action thereon against him, &c.

Demurrer to a Plea in Bar.

AND the said Abraham saith, that (notwithstanding any Thing above alledged by the said Charles in his Plea) he the said Abraham ought not to be precluded from having his said Action thereon against him, because he saith, that the said Plea, in such Manner and Form as the same is pleaded by the said Charles, and the subject Matter therein contained, are insufficient in Law to preclude him the said Abraham from having his said Action against the said Charles, to which said Plea, the said Abraham is under no Necessity, nor in any wise bound by the Law of the Land to answer; and this he is ready to verify; wherefore, by the Defect of a sufficient Plea in this Case, he the said Abraham, prays Judgment, and that his Damages occasioned by the Premisses, may be awarded to him, &c.

See Joinder.

Dengy. See Cholmer.

Dental of Rent by the Husband, or to do Suit of Court, and Waste, shall be a Forfeiture, and bind the Wife. But where the Copyhold came to the Woman after Coverture, his Forfeiture shall not bind her; for then it cannot be said it was her Fault to take an Husband that would forfeit. *Palmer's Rep. 384. Savern and Smith.*

See Bargainee.

Densanger. See Grafton.

Denispowis, Co. Glamorgan, The Lord Brooke pays 11 s. 8d. Rent of Ward and Castle-guard Silver to Lord Windsor, for half the Lordship of Denispowis. From a Survey taken Anno 1666. now in the Hands of the Author.

Deputy, A Grant was of the Stewardship of a Manor, to exercise by himself or *Deputy*, &c. The *Steward* appointed C. D. to be his *Deputy*, who by Writing appointed T. S. to be his *Deputy pro hac vice*, to take a Surrender of a Copyhold of Inheritance from the Husband to the Use of the Wife for Life, Remainder to his Son Cha. in Tail; and if his said Son died without Issue, and not of full Age, then to the Use of the Wife and her Heirs. The *Deputy's Deputy* took the Surrender accordingly, and the Wife was admitted by the Lord, &c. And adjudged, That a *Deputy* might do any Act which the *Steward* himself might or could do; and that his Power was essentially necessary to a *Deputy*: But that a *Deputy* could not make a *Deputy*; for the *Steward's Power*, &c. being vested in the *Deputy* (only) is not assignable over. Yet a *Deputy* may give Authority to another Person to do some particular Act; and what such Person doth in his own Name, by Virtue of such Authority, may be good. 'Tis true, if he had not been appointed by the *Deputy* to do some particular Act, in such Case, what he did in his own Name would be void, because he had no real Authority from the *Deputy*; and even in that Case he would have been in Reputation a *Steward de Facto*. And what he doth as such would have been sufficient amongst the Tenants of the Copyhold Tenements; because, as they are not to examine his Authority, so he is under no Obligation to give them account by what Authority he Acts. 1 Salk. 96. Parker against Kett.

See **Court, Steward.**

Derby. See **Waleton.**

Descent, The *Descents* of Copyholds of Inheritance are guided and directed by the Rules of the Common Law, as well as the Creation of Copyhold Estates.

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If a Copyholder in *Fee-simple* having Issue a Son and a Daughter by one *Venter*, and a Son by another *Venter*, dieth; and the Son by the first *Venter* entreth and dieth; the Land shall descend to the Daughter, because *The Possession of the Brother in Fee-simple maketh his Sister Heir.* Co. Copyh. Sect. 50.

If a Copyholder in *Tail*, have Issue a Son and a Daughter by one *Venter*, and a Son by another *Venter*, and dieth; the Son by the first *Venter* entreth and dieth, the Son of the second *Venter* shall inherit. *Ibid.*

If a Man having Issue, a Son and a Daughter by one *Venter*, and a Son by another *Venter*, the eldest Son purchaseth a Copyhold in *Fee*, and dieth without Issue, the Daughter shall have the Land, not the younger Son, because *he is but of the Half-blood* to the other. *Ibid.*

If a Man hath a Copyhold, by *Descent* from his Mother, if he dies without Issue, the Land shall go to the Heirs of the Mother's Side, and shall rather *Escheat*, than go to the Heirs of the Father's Side; but if I purchase a Copyhold, and die without Issue, the Land shall go to the Heirs of my Father's Side: But if I have no Heirs by my Father's Side, it shall go to the Heirs of my Mother's Side rather than *Escheat*. *Ibid.*

If there be Father, Uncle and Son, and the Son purchaseth a Copyhold in *Fee*, and dieth without Issue, the Uncle shall inherit, and not the Father, because *an Inheritance may lineally descend, but not ascend.* *Ibid.*

If there be three Brothers, and the middle Brother purchaseth a Copyhold in *Fee*, and dieth without Issue, the eldest shall inherit, because *the worthiest of Blood.* *Ibid.*

If there be two Coparceners, or two Tenants in Common of a Copyhold, and one dieth having

Issue, the Issue shall inherit, and not the other by Survivorship; [See Coparcener] but otherwise if of two *Jointenants*. Ibid.

But in other Things they differ from other Inheritances, and the Rules of the Common Law, and therefore these Inheritances, except there be a special Custom for it in the Place, have not these collateral Qualities which concern not *Descent*, as other Inheritances have. And such Land so descended shall not be accounted *Assets* in the Heir's Hands to charge him; nor shall the Wife be *endowed*, nor the Husband be Tenant by *Curtesy*. 4 Rep. 22. *Brown's Case*.

See Copyhold, Proclamation.

Determine. See Bill.

Destroy, If a Copyholder accept a *Lease* for Years of his Copyhold, this *destroys* his Copyhold. 2 Rep. 17. *Lane's Case*; for a Copyhold Interest and an Estate for Years of one and the same Land, may not stand in one and the same Person at one Time; For the Greater destroys the Lesser, Customary Estate being less than the Estate at Common Law.

If there be a *Lease* for Years of the Manor, and one of the Copyholders purchases the Reversion in Fee, by this the Copyhold is *destroy'd*, and the Lessee of the Manor shall oust the Copyholder, and hold the Land for the Time. *Calth. 74*.

See Bill, Copyhold, Extinct, Extinguishment, Feoffment.

Devise, A Man cannot *devise* a Copyhold Estate to transfer it by his last *Will* only, but he must surrender it into the Hands of the Lord, to the Use of his Last Will, and then he may *devise* it to whom he pleaseth; but nothing passeth by the Will, but all by the Surrender, and the Will is only a Declaration of the Uses of the Surrender. *Bulst. p. 200. Semain's Case*.

And

And

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And a Custom to *devise* Lands is not good without Surrender. *Pasch. 35 Eliz. B. R. Rot. 334. Wroth's Case.*

A Copyholder *devise*d without Surrender, it cannot be executed in Point of Interest, but only by Decree in Chancery. *2 Keb. 837. Harrison's Case.*

If one seised in Fee of a Manor, by Will in Writing *devise* that his *Executors* shall sell or make a Copyhold Estate, according to the Custom, for Payment of his Debts, or the like, they may make good Estates accordingly. *Co. upon Lit. 58.* And yet if the Lord *devise* that his Friend shall keep Courts, or make Copies, and no more, this is not good. *Calth. fol. 72.*

If a Surrender be to the Use of a Last Will, and the Surrenderer *devise*th it to Two, and one of them only is admitted according to the Will; by this both of them shall have it. *Co. of Copyhold, Sect. 35.*

If one Copyhold be between two *Jointenants* in Fee, and one of them surrender his Part out of Court to the Lord, according to the Custom, to the Use of his Last Will, by which he doth *devise* it to the Use of a Stranger in Fee, and dieth; and this is presented at the next Court: Hereby the Jointure is severed, and the *Devisee* must be admitted to a Moiety of the Lands. *Co. Lit. 59. b.*

Dilligrou. See **Addington.**

Dinebor, Co. *Caermarthen*, Every Tenant, at the Marriage of his Daughter, pays 10 s. to the Lord, which in *Welsh* is called *Gwabr Merched*, i. e. a Maid's Fee. *Jacob's Law-Dict. Tit. Marchet.*

Disability. See **Grant.**

Disceit, If a Man levy a *Fine* at Common Law unto another, of Land which is *Antient Demesne*, the Lord of *Antient Demesne* shall have a Writ of *Disceit* against him who levied the *Fine*.

and he who is Tenant shall avoid the *Fine*, and there he who ought to give the Land shall be restored unto his Possession and Title, which he hath given by the *Fine*, because the *Fine* and Gift thereby is avoided. But if he who levieth the *Fine*, have after by his Deed released unto him who hath the Possession by the *Fine*, or by the Deed, confirmed his Estate in the Land, then he, unto whom the Release or Confirmation is made, shall have and keep the Land notwithstanding that the *Fine* be avoided, because that Release or Confirmation made unto him in Possession, hath made his Estate firm and rightful, against him and his Heirs who released or confirmed the same. *Fitz. Herb. New Nat. Bre.* 223. 10 *Rep.* 50. in *Lampet's Case*.

Discontinuance, If a Copyholder in Tail (admitting it be an Entail) surrender to the Lord to make his Will, and he regrants this to the Copyholder, this is not any *Discontinuance*, although a Surrender to the Use of a Stranger should be admitted to be a *Discontinuance*; for a Surrender to the Lord may not make any *Discontinuance*, forasmuch as he had the Reversion. Agreed upon Evidence at the Bar, in *Lee and Brown's Case*. *Mich.* 14 *Jac. B. R.* So a Surrender of a Copyhold entailed to certain Uses, &c. is no *Discontinuance*, though the Court there said, it had been a great Question; but by a special Custom such Surrender may be a *Discontinuance*. *Cro. El.* 148. *Bullen* against *Grant*, 1 *Leon.* 95. *Knight and Footman*.

If the Husband seised of a Copyhold in Right of his Wife, surrender it to the Use of another in Fee, who is admitted; the Husband dies, this is not any *Discontinuance* to the Wife, nor her Heirs, but the Wife may enter and not be put to her *Cui in vita*, nor her Heir to a *Sur Cui in vita*. 4 *Rep.* 23. *Bullock* and *Dibley*. Yet *Walmsly* in *Collins* and *Cancke's*

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Cancke's Case, Cro. Jac. 105. held it was a *Discontinuance*.

See *Action*.

Dismembring, It was a Question in *East* and *Harding's Case*, if the *Dismembring* of the Inheritance of the Copyhold Land by the Feoffment of the Manor, had disabled a Man from taking Advantage of the *Forfeiture*. It was ruled with this Difference, that all *Forfeitures* which accrue by Reason of any Matters of the Court, are discharged, but not *Forfeitures* at Common Law, as *Waste*, or *Leases* made to a Disheison, but the *Feoffee* of them made in his Time, shall enter and take Advantage thereof. *Moor*, p. 393.

Disseisin, If a Copyholder lease for Years, by Licence of the Lord, and after enter upon the Lessee and ousts him; this is a *Disseisin* to the Lord of the Frank-Tenement. 1 *Roll. Abr.* 662.

A Copyholder's Lease is no *Disseisin* tho' it be a *Forfeiture*, nor doth alter the Estate of the Lord. 2 *Keb.* 598.

Disseisor, If a Copyholder in Fee dieth seised, and the Lord admit a Stranger to the Land, who entreth; he is but a Tenant at Will, and not a *Disseisor* to the Copyholder, who hath the Land by Descent, because he cometh in by the Assent of the Lord. 3 *Leon.* 210.

If a Copyholder without Licence makes a Lease for Years, the Lessee who enters by Colour of that, is a *Disseisor*, and a *Disseisor* cannot maintain an *Ejectment*. 2 *Brownl.* 40. *Petty* and *Evans*.

A Copyhold granted by a *Disseisor*, or any other who hath the Manor, of which it is Parcel by Wrong, shall be avoided by the Disseisee, or any other who hath Right to the Manor by his Entry or Recovery of it. *Popham's Rep.* 71.

If the Lord be disseised, and the *Disseisor* die seised; or the Land be recovered by false Verdict,

or

or erroneous Judgment, and afterwards is recontinued, the same is grantable by Copy. *What is done against Law, is reputed not done; the Impediment, which takes not its Effect from the Law, is invalid.* Co. 4. 31. Co. of Copyhold, sect. 62.

See Admittance.

Distrain, the Lord may *distrain* in the High-street for *Amerciaments* in a *Leet*. 19 Edw. 2. *A-wowry* 194. 34 Ed. 2. *Kitchen* 88.

If my Horse be in Keeping of another Man, he may be *distrained*; if I be *amerced* in the *Leet* for stopping the Highway, &c. 47 Ed. 3. 12. *Kitchen* 87.

For *Amerciament* in a Hundred, one cannot *distrain* but the proper Goods of him that is *amerced*, and not others; but for *Rent* or *Service* it is otherwise, for the Lord may *distrain* the Beasts found in the Land which are *rising* and *lying*, and impound them. *Fitz. N. B.* 229. *Kitchen* 290. 2 *Brownl.* p. 279. *Rivet* and *Downe*.

See *Amerciament*, *Commoner*, *Distress*, *Forfeiture*, *Rent*.

Distress.

A (a) *Distress* is a Thing found upon the same Land, and taken for Arrears of *Rent*, or other Duty, as Customs, *Services*, &c. or for *Damage fe-sant*, (i. e. Hurt done,) though the Property of the Thing belongeth to a Stranger.

A Landlord may *distrain* of (b) Common Right for *Rent-Service*, and all Manner of *Services*, for *Rent* reserved upon a Gift in Tail, Lease for Life, Years, or at Will, though there be no Clause of *Distress* in the Lease, provided he reserves the Reversion to himself. Therefore, though the *Distress* is reserved, if the *Rent* is unpaid for ten Days, &c. yet

(a) Wood Inst. 189. Scrogs 98. (b) 1 Inst. 574. 2056. Dr. & Stud. Lib. 2. cap. 9.

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yet the Lessor may *distrain* the next Day after it is due. But a Man may (a) not *distrain* for a *Rent* reserved upon Feoffment in Fee unless a *Distress* is expressly reserved; nor for a *Rent* reserved upon a Grant made by Tenant for Life of his whole Estate, unless it be by Indenture, and a *Distress* be reserved; nor for a *Rent* after the Term is expired. [Yet see *Statute 8 Ann. cap. 14. in p. 163.*] nor for *Rent* when his Reversion is determined, that reserved it.

A *Distress* for *Rent* may be of several Things, but not of all Things, and must be of such as Somebody has a (b) valuable Property in; therefore Dogs, Conies, and Things of the wild Kind cannot be *distrained*, nor Things privileged for the Time, as an Horse when a Man is riding, or an Axe in a Man's Hand cutting Wood, or any Thing when one carries it about him. But a Horse with the Rider on it may be *distrain'd Damage feasant*, and led to the Pound with the (c) Rider upon him; but *quare*. Valuable Things which are for the Benefit and Maintenance of (d) Trades, shall not be *distrained* for *Rent*; as a Horse that is shoeing in a Smith's Shop, nor a Horse in an Inn, nor Materials in a Weaver's or Taylor's Shop for making Cloth or a Garment, nor Meal in a Mill. For the common Presumption is, That such Things belong not to themselves, but to others. For this Reason a Horse, &c. put out to Pasture by Way of Agistment may be *distrained*; if he is put in but for a Night, by (e) Leave of the Lessor and Lessee, yet the Lessor may *distrain* him. Goods in a (f) Fair or Market shall not be *distrained*, for they are brought thither for the Good of the Publick; but
if

(a) Dr. & Stud. lib. 2. cap. 9. (b) Wood Inst. 190, 314. 1 Inst. 47 a. & b. Rol. Abr. 666, 667. (c) 1 Sid. 422, 440. (d) 1 Inst. 47 a. & b. (e) 2 Vent. 30. 2 D'Anv. Abr. 639, 640, 641, 642. (f) Wood Inst. 190.

if they are driving to a Market, and by the Way they are put into Pasture, otherwise. Utensils and Instruments of Trade, or Tools of one's Profession, ought not to be *distrained*. (a) Nothing shall be *distrained* for Rent, that cannot be render'd again in as good a Plight as it was at the Time of the *Distress* taken. So Victuals cannot be *distrained*. Carts with Corn may be *distrained*, for they may be safely restored. For this Reason Money in a Bag sealed, may be *distrained*, not if out of a Bag. Beasts belonging to the Plough, or Beasts of Husbandry, or Sheep, or (b) Horses joined to a Cart with a Man upon it, (but both Cart and Horses may, if a Man is not upon the Cart, and the Horses may be severed from the Cart loaden with Corn) ought not to be *distrained*; if there are other Beasts or Things besides, which may be *distrained*: But for *Damage feasant* all these may be *distrained*. A Commoner may justify the Taking the Beasts of a Stranger *Damage feasant* upon the Land. 1 Roll. Abr. 665. (c) Furnaces, &c. fixed to the Freehold, (though the Tenant might remove them as his own during the Term) Doors upon Hinges, the Windows of the House, cannot be *distrained*. Beasts of a Stranger that escape into the Landlord's Ground may be *distrained* for Rent, though they have not been *Levant and Couchant*. Otherwise if the Tenant of the Land is in Fault in not keeping up his Mound, by Reason whereof the Beasts come upon the Land.

By the Statute 7 Ann. cap. 12. the Goods of an Ambassador, or other Publick Minister, or of his Servants, shall not be *distrained*: If so, the *Distress* void.

If

(a) 1 Inst. 47 a. 1 Rol. Ab. 664. (b) 1 Ven. 36.
1 Sid. 440. (c) 1 Inst. 47 b.

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If Lands lie in (a) several Counties, one may *distrain* in one County for the whole Rent. One cannot break open (b) Gates, or throw down an Inclosure to take a *Distress*; but he may enter into the Tenant's House, if the Doors are open, (c) not otherwise; but by 1 Roll. 671. a Man may *distrain* for the Rent of an House, through the Doors or Windows.

A *Distress* taken by one or his Bailiff or Servant of (d) live Cattle for Rent arrear, &c. must be brought to a Common Pound, within three Miles in the same County; or the Landlord may keep it in an open Place in his own Ground, or the Ground of another by his Consent. If the Cattle are kept in a Common Pound, the Landlord need not give Notice to the Owner to feed them, but the Owner is to take Notice at his Peril. If they are kept in any open Place, he must give Notice to the Owner that he may give them Food; and then if the Cattle die for Want of Food, he that was *distrained*, shall bear the Loss, and the Landlord may *distrain* again for the same Rent or Duty. One may also impound Cattle in a *Covert* or Close, as in some Part of his own House, &c. and then the (e) Landlord must feed without any Satisfaction for it. He that *distraineth* Cattle cannot (f) work them, or use them, unless for the Benefit of the Owner; as by Milking a Cow *distrained*, &c.

When one takes a *Distress* of (g) dead Things, as Household Goods, &c. they must be impounded in a House, or other Pound *Covert*, within three Miles in the same County. For if they are put in a Pound *Overt*, and damaged and stolen, the Landlord must answer for them.

Distress

(a) 1 Inst. 153 b. 154 a. (b) Ibid. 161 a. (c) Wood Inst. 191. (d) 1 Inst. 47 b. 96 a. (e) 1 Rol. 673. Wood Inst. 191. (f) 2 Cro. 148. 8 Rep. 146. *Carpenter's Case*. (g) 1 Inst. 47 b.

Distress for *Rent* cannot be in the (a) *Night*; otherwise for *Damage feasant*, lest the *Beasts* should escape before they are taken.

If a (b) *Landlord* *distrain* two or three *Oxen*, &c. for twelve *Pence*, or such small *Sum*, and the *Owner* brings a *Replevin*, and the *Landlord* avows the *Taking* of them for twelve *Pence*, &c. the *Landlord* shall be fined, and the *Party* may have his *Action* on the *Statute*; provided there was other *Distress* upon the *Land* of less *Value*.

‘ *Stat. 1 & 2 P. & M. cap. 12.* No *Distress* of *Cattle* shall be driven out of the *Hundred* where it is taken, except to a *Pound Overt* within the same *Shire*, not above three *Miles* distant from the *Place* where it was so taken; neither shall a *Distress* be impounded in several *Places*, whereby the *Owner* may be constrained to sue several *Replevins* for the *Delivery* thereof; in Pain to forfeit to the *Party* grieved for every *Offence* committed against this *Act*, 5 *l.* and treble *Damages*.

‘ None shall take above 4 *d.* for the *Poundage* of one *Distress*, (and where less is usually taken, to take less) in Pain to forfeit to the *Party* grieved 5 *l.* besides what is taken above.

‘ *Stat. 2 W. & M. Sess. 1. cap. 5.* Where any *Goods* or *Chattels* shall be *distrained* for *Rent* reserved, and due upon any *Demise*, *Lease*, or *Contract*, and the *Tenant* or *Owner* of the *Goods* shall not, within five *Days* after such *Distress*, and *Notice* thereof, [with the *Cause* of such *Taking*] lest at the *Mansion-House*, or other most notorious *Place* of the *Premises* charged with the *Rent*, replevy the same, the *Person* *distraining*, may with the *Sheriff* or *Under-Sheriff* of the

(a) 1 *Inst.* 142 a. 7 *Rep.* 7. (b) 2 *Inst.* 107.

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the County, or with the Constable of the Hundred, Parish, or Place where, &c. who are hereby required to assist, and cause the *Distress* to be appraised by two sworn Appraisers, whom such Sheriff, &c. shall swear to appraise them truly, according to the best of their Understanding; and after such Appraisement, may sell the same, towards the Satisfaction of the *Rent*, and the Charges of the *Distress* and Appraisement, leaving the Overplus, if any be, in the Hands of the said Sheriff, &c. for the Owner's Use.

It shall be lawful to *distrain* for *Rent* arrear, as aforesaid, any Sheaves or Cocks of Corn, or Corn loose in the Straw, or Hay in any Barn or Granary, or upon any Hovel, Stack, or Rick, or otherwise; and to lock up and detain the same in the Place, where it shall be found, till it be replevied, as aforesaid; and in Default thereof, within the Time aforesaid, to sell the same after Appraisement, as aforesaid; so nevertheless that it be not removed to the Damage of the Owner, but kept where it shall be found, and seised, as impounded, till it be replevied or sold.

Upon any Pound-Breach or *Rescous* of Goods *distraigned* for *Rent*, the Person grieved shall have a special Action upon the Case, recover treble Damages and Costs of Suit against the Offenders, or against the Owner of the Goods, if they come to his Use or Possession.

If any such *Distress* or Sale, as aforesaid, shall be made where there is no *Rent* due, the Owner of the Goods *distraigned* may, by Action of Trespass, or upon the Case, against the Person *distraigning*, recover double the Value of the Goods *distraigned*, with full Costs of Suit.

Observations upon the Statute of the Second of William and Mary, Sess. 1. cap. 5. intituled, An Act for enabling the Sale of Goods distrain'd for Rent, in Case the Rent be not paid in a reasonable Time, with Directions for putting the same in Execution.

By the late Sir *BARTHOLOMEW SHOWER*,
Published from a Manuscript in the Hands of
the Author.

1. **I**T is convenient that a Constable should be present, tho' the Act does not require it.
2. The Person *distraining* must give Notice, but it need not be immediately, but at any Time after the *Distress*. But then the five Days are to be computed from the Notice, not from the *Distress*.
3. It extends to any Goods *distrainable* found on the Premises, whether a Stranger's or the Tenant's; but it must be of such Goods as are *distrainable*, and no other; as a Horse in a Smith's Shop, &c. for this Law does not alter the Nature of a *Distress*, but only impowers Sale of Goods lawfully *distrained*.
4. The Notice ought to be in Writing, though the Act doth not in express Words require it, yet the Nature of the Thing doth, for Notice is to be left at the most notorious Place, which can never be intended a *Parol* Notice.
5. The Notice ought to contain the Party's Name, for whom such *Distress* is made, the Name of the Land or Farm, or some general Description of the Thing out of which the Rent issues, and the Quantity of the Rent in Arrear, and when due; and it is adviseable to name the Time,
when

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when the *Distress* was taken, and the Place where it is carried, that the Tenant or Owner may know where to resort to make his Replevin. (All which seems to be the Intention of the Act in requiring Notice, with the Cause of taking.)

6. The Notice may be to the Party, or left at the chief Mansion House, if no Person there, affix it on the Fore-door of the House, if more Houses than one, at the chief or best. If no House, but Barn or Stable, at the Door thereof; At the Gate or most common Entrance into a Field or Wood. If in a Common Field, where neither Hedge, Gate or Tree, then affix a Stick, at the most usual Entrance, with the Notice on it.
7. If the Party replevy, all this is to no Purpose; therefore before you venture to make any Sale, search the Sheriff's Office within the five Days.
8. The Rent may be tendred after the five Days, if no Appraisement; and a Tender after Appraisement prevents the Sale, for all is but to have the Rent, and no Property is in the *Distrainor*, but only in the Vendee by Sale.
9. Any Persons may be Appraisers, that are of Age, and capable of being Witnesses. But they must be sworn by the Sheriff or Constable, for that Purpose; The Appraisement should be in Writing.
10. Suppose the Appraisement is higher than they can be sold for, may they sell them notwithstanding? I think they may; for the Words are, *for the best Price can be gotten for the same*; and it is not said, for what they were appraised at or above that Rate. But are they bound to carry them to Market, or to wait for a good Chapman? For the Words of the Act are, *best Price can be gotten*, and no Time is limited for the Sale, and Charges are allowed for it. I do think it most adviseable, if it can be, to get the Value settled

by the Appraisers, and to sell immediately to the first Chapman; if not, to wait some small, reasonable and convenient Time, as a Week, or the like. If you cannot get that Price, to sell to the highest Bidder. And the next convenient Way seems to be by giving Notice at the next Market or Parish-Church, of the Day and Place, when and where the Goods shall be exposed to Sale. Yet I conceive, that after the Expiration of the five Days, and no Replevy, and an Appraisement, the Party may carry any portable, marketable Goods and Commodities to the next Market; as Corn, or the like, and there sell them, and he shall have his Charges allowed for such Carriage, if he could not have a Chapman at Home; I think it always adviseable for the Buyers to have a Bill of Sale of all such Goods so *distraigned*, appraised and sold, and the Sheriff or Constable Witnesses thereto. As to the Charges, I think the Expences in Removal of the Goods, Charges of Food for living Creatures, and moderate necessary Expences, for Tenants and Officers, will be allowed within the Meaning of this Clause.

11. For the Overplus (if any) to be left in the Sheriff's or Constable's Hand; it is adviseable for the Landlord to have a Receipt or other Writing testifying the same.
12. For the Corn or Grain, the Law is the same as to Sale, only there it is not to be removed, if to the Damage of the Owner, otherwise it may.
13. As to Pound-breach and Rescous, the *Distrainor* is to have treble Damages and Costs of Suit. I conceive it is only meant treble Damages and single Costs. He may sue either the Owner, or the actual Offender in all Cases; and the Owner, if the Goods came to his Use or Possession:

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sion: But if he recover against the Offender, he shall not sue the Owner afterwards.

14. As to causeless *Distresses*, where the Owner is to have his double Value, I conceive it extends only where no Rent is due at all, and not where some is due, but not so much as the Party did *distrain* for; but what Remedy there shall the Owner have, if but 10*l.* due and *distrain* for 20*l.* Rent, and by Sale of the Goods so much is received by the Landlord; I conceive that in such Case the Tenant or Owner shall not have double the Value by Virtue of this Law, but hath Remedy *by Case* for the special Wrong, or *by Debt* for so much receiv'd as to his Use, for what exceeded the real *Quantum* of the Rent due.

B. Shower.

Stat. 8 *Annæ*, cap. 14. ' Where any Rents
' are reserved on Leases, if the Lessee shall after
' the First of *May*, 1710. fraudulently or clande-
' stinely convey or carry off his Goods, the
' Lessor or Landlord, or any Person by him im-
' powered, may, within the Space of five Days
' afterwards, take and seise such Goods and Chat-
' tels wherever they shall be found, as a *Distress*
' for the Rent Arrear, and sell the same, as if
' they had been actually *distraigned* on the Premis-
' ses.

' *Proviso*, that the Lessor or Landlord shall not
' seise any Goods as a *Distress* for Rent Arrear,
' which shall be sold for a valuable Consideration
' before the Seisure made.

' After the said First of *May*, any Person having
' Rent in Arrear, or due upon any Lease for Life
' or Lives, may bring an Action of Debt for such
' Arrears, against the Tenant for Life, during the
' Continuance of the Estate for Life, in the same

‘ Manner as he may if the Rent were due, and
 ‘ reserved on a Lease for Years.

‘ *Distresses* shall be liable to such Sales, and in
 ‘ such Manner, and the Money shall be distribu-
 ‘ ted, as by an Act 2 *W. & M.* intituled, *An Act*
 ‘ *for enabling the Sale of Goods distrained, &c.* is
 ‘ directed.

‘ Any Person having Rent in Arrear upon a
 ‘ Lease for Life, &c. or for Years, or at Will,
 ‘ which Leases are expired or ended, may *distrain*
 ‘ for such Arrears, after the Determination of the
 ‘ said Leases, as they might have done if they had
 ‘ not been ended.

‘ *Proviso*, That such *Distress* be made within
 ‘ six Calendar Months after the End of the Lease,
 ‘ and during the Continuance of the Landlord’s
 ‘ Interest or Title, and during the Possession of
 ‘ the Tenant from whom it is due.

Notice on a Distress.

‘ **T**HESE are to give Notice that the several
 ‘ Goods and Chattels here-under mention’d,
 ‘ are this Day *distrained* for and towards the Satis-
 ‘ faction of eight Pounds, of lawful Money of *Great*
 ‘ *Britain*, for Rent and Arrears of Rent, due to
 ‘ *Philip Williams, Esq.* on the Twenty-ninth of
 ‘ *September* last, for the House, Garden and Lands
 ‘ you now hold from him the said *Philip Williams,*
 ‘ *Esq.* within the Borough of *Aberavon*, in the
 ‘ County of *Glamorgan*, or the Liberties thereof.
 ‘ Dated this 25th Day of *November*, 1733.

To *W. Parry*
 These.

See Fealty, Relief, Rent, Replevin,
 Rescous, Tender.

Distringas.

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Distringas.

Form of a Distringas.

The Manor of Glatten with Holm. } G. B. Steward to J. V. Bailiff of the said Manor, Greeting.

I Command that you bring to the next Court, to be held in and for the said Manor, the 28th Day, &c. all and singular the Goods and Chattels of J. D. which you have lately distrained (by Virtue of the Precept to you on that Behalf heretofore directed) at the Suit of W. B. in a Plea of Debt, [or as the Pleint is] and that you farther distrain (or attach), &c. the aforesaid J. D. by other his Goods and Chartels, so that he be at the said next Court, to be held, &c. to answer the aforesaid W. B. in the aforesaid Plea of Debt, and have there this Precept, &c. G. B. Steward.

Divorce, a Widow's Customary Estate is due to her, though there was a Divorce, a Mensa & Thoro. Hobart, p. 181. Howard against Bartlet.

Domesday-Book is an antient Record made in the Reign of William the Conqueror; it is kept in the Treasury or Repository, by the Side of the Tally-Court in the Exchequer; and now when ever a Question arises, whether Lands are Antient Demesne or not, it is to be decided by the Domesday-Book, against which, for the uncontrollable Truth and Verity thereof, there can be taken no Averment; and therefore in that Respect is like the Doom and Judgment at Domesday. 4 Inst. 269.

See Antient Demesne.

Dominus pro Tempore, i. e. (Lord for the Time) though but Tenant for Years, at Will, or by Statute-Merchant, &c. yet as he is Dominus pro

Tempore, and a lawful Lord for the Time being, he may make Admittances upon Surrenders, or Descents, grant voluntary Copies of Antient Copyholds, punish Offences within his Precincts, as for Non-performance of Customs, for Breach of By-Laws, &c. and decide Controversies about the Title of Copyholds within his Manor, where he may redress the same as a *Chancellor* in his own Court. 4 Rep. 24. 1 Inst. 58. b.

Custom, &c. for the Lord of the Manor, who was only *Dominus pro Tempore*, to grant Copyhold Estates for Lives in Reversion. A Widow, who was Tenant in Dower of the Manor, granted a Copyhold to *T. S.* for Life, to hold after the Death of *T. H.* who was a Copyholder for Life in Possession, and who survived the Widow: Adjudged, that this grant to *T. S.* in Reversion was good, though it was not executed in the Life-time of the Tenant in Dower. 1 Roll. Abr. 499. Gay against Rey. Moor p. 147. Sir Peter Carew's Case. Hutton 65. W. Jones 41.

In some Special Cases an Estate may be granted by Copy, by one that is not *Dominus pro Tempore*, nor that hath any Thing in the Manor; as if the Lord of a Manor, by his Will in Writing, deviseth that his Executor shall grant the Customary Tenements of the Manor, according to the Custom of the Manor, for the Payment of his Debts, and dieth, the Executor having nothing in the Manor, may make Grants according to the Custom of the Manor. Co. Lit. 58. b.

See Advantage, Joint-tenant

St. Donatts, Co. Glamorgan, Sir Edward Stradling paid 1 l. 6 s. 8 d. Rents of Ward and Castle-Gard Silver to the Lord Windsor, for the Lordships of St. Donatts, East-Orchard, West-Orchard, and Merthyr Mawr. From MS. Survey taken Anno 1666. in the Author's Hands.

Don-

Donistable. See *Ampthill*.

Dove-cote. It hath been resolved, That neither an old nor a new *Dove-cote*, whether it were erected by the Lord of a Manor, or one of his Tenants, is a common Nuisance; for if a *Dove-cote* were a common Nuisance, it could never become lawful by any Licence or Prescription whatsoever; because every Nuisance is an Evil in itself; but it is certain, that a *Dove-house* may be justified by a Prescription, and that it is so far countenanced by Law, as to be demandable in a *Præcipe*, before any Land whatsoever which is not built upon; and that the Owner may justify the Taking another's Hawk, which he shall find at his *Dove-house*, flying at his Pigeons; and from hence it seems clearly to follow, that though a Tenant, who builds a *Dove-house* without Licence of the Lord of the Manor, may perhaps be liable to an Action on the Case, at the Suit of such Lord, yet he cannot be punished for it by a publick Prosecution. 1 *Hawkins's Pleas of the Crown*, 198.

Dover. It is an antient Custom, if any Tenant holding of the Castle of *Dover*, failed in paying his Rent at the Day, that he should forfeit double, and for the second Failure treble; and the Lands so held are called *Terris Cultis*, et *Terris de Warnoth*. *Mon. Angl. Tom. 2. p. 589*.

When *Hubert de Burgo* was made Constable of this Castle, he, considering that it was not for the Safety of the Castle to have new Guards every Month, procured by the Assent of the King, and of all that held of the Castle, that every Tenant for one Month's Guard should send ten Shillings; out of which certain Persons elected and sworn, as well Horse as Foot, should be maintained for guarding the Castle. *Camden's Brit. 249, 250*.

Dower. The Lord of a Manor after he was married, granted several Copyholds for Life, ac-

cording to the Custom of the Manor, and died, his Widow shall not avoid such Grants in a Writ of *Dower*; for though they were after the Commencement of her Title, yet the Custom, by which those Grants are established, was long before. 2 *Brownl.* 208. and there *Dyer* 270. *b.* was denied. See 8 *Rep.* 63. in *Swayne's Case*.

The Lord of a Manor gave Authority to two of his Copyhold Tenants to make Customary Grants and Estates of their Lands for Payment of their Debts, and died; afterwards those two Persons held a Court in their own Names, and granted Copies in Reversion, according to the Custom of the Manor; the Widow of the Lord recovered a Third Part of that Manor on a Writ of *Dower*; and one of the Copyhold Estates, so granted as aforesaid, was assigned to her by the Sheriff of the County; and it was held good; for she might avoid such Grants made by those Persons; and yet sometime after it was adjudged that where Copyholds for Lives were held of a Manor, and the Lord married, and then one of the Copyholders died, and the Lord granted the same Lands again to another for Life, and then the Lord died, that his Widow should not avoid this Grant in a Writ of *Dower*; for though the Grant was made after the Marriage, and by Consequence after her Title of *Dower* accrued, yet the Custom of the Manor, upon which that Grant was founded, was long before. *Dyer* 251. 4 *Rep.* 24.

The Wife of the Lord shall not be endowed against a Copyholder; for the Title of *Dower* is not Consummate before the Death of her Husband; so as the Title of the Copyholder is paramount and compleated before the Title of *Dower*. 2 *Leon. p.* 152.

If a Woman be *Dowable* of Copyhold by Custom, if the Husband after Marriage makes a
Lease

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Lease for Years, which is good by the Custom, the Tenant in *Dower* shall not avoid it, but it shall precede the *Dower*; *Moor*, p. 758. *Holder* and *Fairly*; for he comes under the Custom as well as the *Feme*.

A Woman recovered *Dower* in the Lord's Court, and 40*l.* because her Husband died seised, and she brought Debt for the Damages in the King's Bench. *By the Court*: The Action lies, because the Court-Baron could not hold Plea, nor award Execution of 40*l.* Damages, although the Damages were there well assessed. *Moor*, N. 559.

That the Wife shall not have her *Dower*, except she claim it within a Year and a Day, is said to be a good Custom. 3 *Leon.* p. 227.

The Wife shall have *Dower* of a Copyhold by Special Custom, otherwise not; and when she is to be *endowed* of a Copyhold by the Custom, then she shall have all the Incidents to *Dower*; as to recover Damages for the Profits, from the Death of her Husband, by the Statute of *Merton*, cap. 1. *De Viduis*. 4 *Rep.* 30. *Shaw* and *Thompson*.

The Custom of a Manor was, that the Lord, for the Time being, might grant Copyhold Estates for Life, in Reversion; the Lord in Possession granted such Lands for Life by Copy, took a Wife, and granted the same Copyhold to a Stranger in Reversion, for Life, and died, the Copyholder in Possession died; this Land (amongst other Things) is assigned to the Wife for her *Dower*; the Copyholder shall hold the Land discharged of *Dower*. 1 *Leon.* p. 16. *Cham* and *Dover's* Case, in which was cited the Case of *Slowman*, who being Lord of a Manor, (as above) by his Will, devised that his Executors should grant Estates by Copy, and died, having a Wife, the Executors make Estates accordingly;

cordingly; the Wife in Case of *Dower* shall avoid them. *Dyer* 344.

Of a *Common* certain a Woman shall be *endowed*, but of a *Common* without Number in gross, she shall not be *endowed*, and so of a *Rent-Service*, *Rent-Charge*, and *Rent-Seck*, she shall not be *endowed*; but of an *Annuity* that chargeth only the Person, and issueth not out of any Lands or Tenements, she shall not be *endowed*. But if the Freehold of the Rents, Common, &c. were suspended before the Coverture, and so continue during the Coverture, she shall not be *endowed* of them. If after the Coverture the Husband doth extinguish them by Release or otherwise, yet she shall be *endowed* of them; for as to her *Dower*, they, in the Eye of the Law, have Continuance. *Co. Lit.* 32. a.

See *Will.*

As the following Act gives the same Power to Stewards of Leets, as to Justices of Peace, Constables of Hundreds, &c. I thought proper to insert it, that the Steward may know, what the Offences are, which by this Act, come under his Cognizance.

‘ **Drapery. Stat. 4 E. 4. cap. 1.** Broad Cloth made fit for Sale, shall contain in Length twenty-four Yards, with a Man’s Inch (*a Thumb*) to be added to every Yard, and is to be measured by the Crest; and in Breadth two Yards, or seven Quarters at least within the Lists; and if the Cloth be longer, the Buyer shall pay for it (over and besides) according to the Rates.

‘ Streats made fit for Sale shall contain twelve Yards and three such Inches in Length, and one Yard in Breadth within the Lists.

‘ Kerseys made fit for Sale shall contain eighteen Yards and three Inches in Length, and in Breadth a Yard and a Nail, or (at least) a Yard within the Lists.

‘ Every

English Copyholder. 171

‘ Every Half-Cloth, Streat, and Kersey shall
‘ keep his Measure in Length and Breadth, accord-
‘ ing to the Rate of the whole Cloth respectively.

‘ None shall put into Cloth to be sold, any
‘ Lambs Wool, Flocks or Cork, in Pain to forfeit
‘ 20 s. for every Cloth or Half-Cloth so mingled,
‘ to be divided betwixt the King and the Pro-
‘ secutor.

‘ *Provided*, That Cloth may be made of Lambs
‘ Wool only, and Cork may be used in Dying up-
‘ on woaded Wool, and Cloth made only of woad-
‘ ed Wool, the said Wool and Cloth being perfect-
‘ ly boiled and maddered; Cork also may be put
‘ upon Cloth perfectly boiled and maddered.

‘ Every Piece of Cloth shall be perfectly wrought
‘ throughout the whole Piece; according to the
‘ same Order of Workmanship.

‘ If any Difference in Weaving, Fulling, Knot-
‘ ting, or Barking, or any Raw, Skaw, Cokle or
‘ Flag, happen therein, a Seal of Lead shall be
‘ hanged on the lowest Part of the Edge thereof,
‘ to the End the Buyer may take Notice thereof.

‘ Cloths, Streats and Kerseys, of a true Length,
‘ Breadth and Making, shall be sealed at the End
‘ thereof with a double Print of Lead.

‘ Cloths, Streats and Kerseys, not containing the
‘ due Length and Breadth, or not perfectly made,
‘ and two Parts thereof perfectly made, keeping
‘ their said Length and Breadth, every such Piece
‘ shall be sealed in Form aforesaid.

‘ If a Cloth, Streat, or a Kersey be longer than
‘ an Half-Cloth, and shorter than a whole one,
‘ and yet have the true Breadth and be perfectly
‘ wrought, it shall have a Seal differing from the
‘ other Two aforesaid, and fixed to the End
‘ thereof.

‘ A Cloth, Streat or Kersey less than an Half-Cloth, shall be sealed at the End thereof by a Seal differing from all the Rest.

‘ All the said Seals are to be ordained by the Lord Treasurer for the Time being, who hath Power to make as many Keepers of them as he shall think necessary, so as one of them be an Alien.

‘ These Keepers shall yearly render an Account of the Revenue of their Offices, without paying any Fees for the same, and shall also be rewarded by the Treasurer and Barons, according to their Labour and Diligence.

‘ If any of the said Keepers be found faulty or corrupt in his Office, refuse to seal, extort more than his due Fees, or refuse to shew his Commission, upon Sealing or Measuring any such Cloth, he shall forfeit 20 s. to be divided betwixt the King and the Prosecutor, and to be recovered in the Exchequer.

‘ This Statute and others heretofore made, and in Force, which concern the Premisses, shall be inserted in every such Keeper of an Aulnager’s Commission.

‘ The Clothier shall pay his Work-folks their Wages in Ready Money, and not in Wares, as formerly, in Pain to forfeit to such Work-folks treble Damages; and shall deliver them Wool according to due Weight, in Pain to forfeit 6 d. for every such Default.

‘ Every Carder, Spinster, Weaver, Fuller, Shearman and Dyer, shall duly perform their Duty in their Occupation, in Pain to forfeit double Damages to the Party grieved; and every Fuller in Fulling, Rowing, or Tazelling of Cloth, shall use Tazels, and not Cards, in Pain to yield double Damages to the Party grieved.

‘ Every

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‘ Every Justice of the Peace, Constable of any
‘ Hundred, or STEWARD OF A LEET out
‘ of Corporations, and in Corporations every
‘ Head-Officer or Officers, where no Master is,
‘ and every Master shall hear and determine such
‘ Complaints, as well concerning the Non-pay-
‘ ment of the Labourer’s Wages, as the Damages
‘ aforesaid; for which said Damages they shall also
‘ have Power to commit the Offender to Prison,
‘ until the Party grieved be satisfied.

‘ The said Justices and Officers have Power, at
‘ the Instance of any other Person, to inquire after,
‘ and punish such Offenders, by inflicting the Pe-
‘ nalty of 3 s. 4 d. upon them, to be paid to the
‘ King, or other Lord of the Liberty where such
‘ Offence is committed.

‘ And every of the said Justices of Peace, and
‘ other Officers (STEWARD, &c.) aforesaid, with-
‘ in his Jurisdiction, upon every of the said Infor-
‘ mations or Complaints, shall have full Power to
‘ make like Process against the Party, upon whom
‘ any such Information or Complaint, as before is
‘ rehearsed, shall be made, to cause him personally
‘ to appear before him, thereupon to be examined,
‘ as Justices of Peace have, upon Information or
‘ Complaint made to them for Surety of Peace,
‘ without any Fee or Reward to be taken or had
‘ by any of the said Justices, or any other Officer
‘ in this Party, for the Execution of their Offices
‘ in this Behalf.

The

The Form of a Warrant to bring an Offender (against this Statute) before a Steward.

Wiltshire, } G. B. Steward of his Majesty's Court-
to wit, } Leet, for, &c. to the Constable,
&c. greeting.

WHereas Complaint hath been made to me,
That A. B. hath, &c. [set forth the Facts]
contrary to the Statute in this Case made and pro-
vided: These are therefore in his Majesty's Name
to will and require you, and every of you, that
you, some or one of you, do bring the said A. B.
before me, to answer the Premises, and farther to
do and receive, as by the said Statute in that Behalf
made is appointed. Hereof fail not at your Perils.
Given under my Hand and Seal, the, &c.

G. B. Steward.

A Mittimus upon the precedent Warrant.

Wiltshire, } G. B. Steward, &c. To the Constables,
to wit, } &c. and to every of them, and to
the Keeper of his Majesty's Gaol
for the said County, at Salisbury,
in the County aforesaid.

FOrasmuch as it hath been duly proved before me,
That A. B. &c. [set forth the Facts] contrary
to the Statute in this Case made and provided:
These are therefore in his Majesty's Name to require
you and every of you, that you, some or one of you, do
convey the said A. B. to his Majesty's Gaol afore-
said, and him there deliver to the aforesaid Keeper
of the same, together with this Precept. Requiring
also you, the said Keeper, to receive him into the
said Gaol, and him there safely keep, until he hath
paid,

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paid, &c. and shall be thence discharged by due Course of Law. Hereof fail not, &c.

G. B. Steward.

• **Dist. Stat.** 32 H. 8. cap. 13. Forests and
• Common Grounds shall be driven yearly at Mi-
• chaelmas, or within fifteen Days after, by the
• Keeper of the Ground, or Constable, Bailiff,
• &c. in Pain of 40 s. who have also Power to
• drive them at any other Time of the Year, at
• their Pleasure; such Power likewise have the
• Owners of such Grounds: And here, upon the
• *Drift*, if any unlikely Tits shall be found, they
• shall be kill'd. But *Quare*.

• Justices of Peace in Sessions have Power to
• hear and determine these Offences; but STE-
• WARDS OF LEETS only to take Presentments
• of them; which they shall certify in, at the
• next General Sessions, or to the *Custos Rotulorum*,
• in Pain of 40 s.

Droft-land, is Land held by the Service of Driving, as well of Distresses taken for the Lord's Use, as of the Lord's Cattle, from Place to Place, as to and from Markets, Fairs, and the like; more particularly in *Kent* of Driving the Lord's Hogs to and from the Weald of *Kent*, and the Downs there. *Somner's Treatise of Gavelkind* 117.

Droscumbe, Co. Devon, *Walter de Bromhall* held certain Lands there by the Serjeanty of finding the King, when he hunts in the Forest of *Devshire*, a Bow and three barbed Arrows: And this is arrented at 5 s. a Year. *Pla. Cor. de Anno 9 Edw. 1.* Devon. *Blount* 44.

Dun-land. See **Mol-land**.

Dunmow, Co. Essex. *Robert Fitz-Walter* (a powerful Baron in the Time of *Henry the 3d*), instituted a Custom in the Priory of *Dunmow*, that whoever did not repent of his Marriage, nor quarrelled

relled with his Wife within a Year and a Day, should go to *Dunmow* and have a Gammon of Bacon. But the Party was to swear to the Truth of it, kneeling upon two hard-pointed Stones, set in the Priory Church-yard for that Purpose, before the Prior and Convent, and the whole Town. The Form of the Oath is as follows:

*You shall swear by the Custom of our Confession,
That you never made any Nuptial Transgression,
Since you were married to your Wife,
By household Brawls, or contentious Strife;
Or otherwise in Bed or at Board
Offended each other in Deed or in Word,
Or since the Parish-Clerk said Amen
Wished your selves unmarried agen;
Or in a Twelve-month and a Day
Repented not in thought any Way;
But continued true and in Desire,
As when you joined Hands in holy Quire,
If to these Conditions, without all fear,
Of your own accord you will freely swear,
A Gammon of Bacon you shall receive,
And bear it hence with Love and good Leave;
For this is our Custom at Dunmow well known,
Though the Sport be ours, the Bacon's your own.*

Camden's Brit. 413. Blount 162.

Durante viduitate. See **Emblements**,
Evidence, Feme, Widow.

Eadingley. See **Southwell.**

East Rudham, Co. Norfolk. The Custom there is such, That he who sells or gives any of his Lands, must pay therefor one Penny as a Fine, and he that enters on them must also pay a Penny, (and this is called *Inpeny* and *Outpeny*). And that the Lord's Bailiff shall be at the Livery of Seisin; and if the aforesaid Pence are not paid, he may distrain for the same on the Premises. *Blount* 151.

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Easthorpe. See **Southwell.**

Eberston, in the *North-riding* of *Yorkshire*, *Thomas de Eberston*, being seised of the said Manor, with the Forest of *Pickering*, had kept, Time out of Mind, a Woodward for keeping of the Woods, Parcel of that Manor, and had the Bark of all the Trees felled in the said Woods, by any of the Foresters of that Forest, as belonging to his Manor (which he could not have without a Prescription) *Thomas of Eberston* infeoffed two of the said Mannors, between whom Partition was made, so as one of them had the one Half in Severalty, and the other the other Half. *Robert Wyerne* afterwards had the one Half, and *Thomas Thurnise* the other, and they in the Eire of *Pickering* claimed, to keep a Woodward within the said Woods; and the Bark aforesaid; and the Truth thereof, and the Usage being specially found by the Foresters, Verdurers, and Regarders; *Willoughby*, *Hungerford*, and *Hanbury*, Justices Itinerant within that Forest, gave Judgment as followeth, viz. That the aforesaid *Robert* and *Thomas* should keep a Woodward, and have the Bark as aforesaid; always saving, &c.
Co. Lit. 165. b.

Ecclesiastical Persons. See **Bishop, Dean and Chapter.**

Edenestowe, Co. *Nottingham*. In the great Roll of the sixth Year of King *Edward III.* it appeareth, that *John-at-Water* of *Edenestowe*, *Reginald*, Son of *Ralph* of the same Town, *Geoffrey*, Son of *Lambert* of *Carborton*, *Stephen* Son of *Gilbert* of the same Place, and the Rest of the Men of *Edenestowe*, were wont to render yearly to the King twenty Marks, for the Ferm of the said Manor of *Edenestowe*, which was the King's Ancient *Demesne*. King *Edward III.* granted xix Marks, Part of the said xx Marks Ferm, to *Thomas Cheyne* for his Life. *Thomas Cheyne* died. In the first Year

of King Henry V. a Writ issued out of the Exchequer, commanding the Sheriff of Nottinghamshire to take an Inquisition concerning the Time of the Death of *Thomas Cheyne*, &c. and to warn the Townsmen of *Edenestowe* to appear and shew Cause in the Exchequer, why they should not be charged with the said xix Marks from the Time of the Death of the said *Thomas*. The Sheriff return'd an Inquisition, and also that he had warned *Nicholas Bate*, *William Gamull* and *William de Rumwode* to appear and shew Cause, as the said Writ required. Accordingly the said *Nicholas Bate*, *Will. Gamull*, and *William de Rumwode* came and pleaded on Behalf of the Townsmen of *Edenestowe*; in Pleading they shewed forth several Patent-Letters of the Great Seal and of the Exchequer Seal, directed to the good Men of the Town of *Edenestowe*, To the good Men of the Towns of *Arnell* and *Edenestowe*, and to the Tenants and Occupiers of the Lordship of *Edenestowe*, commanding them to pay the said yearly Pension or Sum of xix Marks to the several Persons named in the said Patent-Letters, out of the yearly Ferm of the said Town. They likewise plead, that they did from Time to Time pay the said yearly Pension or Sum, according to the Tenour of the said several Patent-Letters. Wherefore they pray to be discharged of the said yearly Sum of xix Marks at the King's Exchequer, from the Time of the Death of the said *Thomas Cheyne*. — There is no more in this Roll. *Trin. Communia* 1 Hen. 5. Rot. 4. *Madox's Firma Burgi* 76, 77, 78, 79.

Egerdon. See Book.

Eggesfeld, Co. Lancaster, *Walter le Rus* and *Alice* his Wife held twelve Acres of Land there, by the Service of Repairing the Iron-work of the King's Plows. *Pla. Cor.* 30 H. 3. *Lanc. Blount* 93.

Eglosdery. See *Degemue*.

Ejed.

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Ejectment. An *Ejectment* cannot be of a *Manor*, because there cannot be an *Ejectment* of *Services*; but if they express farther a certain Quantity of Acres, it is sufficient. *Hesly* 80. *Norris* and *Isham*.

It is not safe to bring an *Ejectment* of a *Manor*, although *Attornments* of the Tenants be proved. *Ibid.* 146. *Warden's Case*.

Lessee of a Copyhold for one Year shall maintain an *Ejectment*, in as much as his Term is warranted by the Law, by Force of the general Custom of the Realm; and it is but Reason, that if he be *ejected*, he should have an *Ejectment*, and it is a speedy Course, for a Copyholder, to have Possession of the Land against a Stranger; but in the Guardian of the Monastery of *Oilery's Case*, it was objected, That if an *Ejectment* be maintainable by Lessee of a Copyhold (as it was adjudged in the Common Pleas, 4 *Leon.* 118.) then if the Plaintiff recover, he shall have a Writ of Possession, and then the Copyhold should be ordered by the Common Law. 4 *Rep.* 26. *n.* *Melwich* and *Luter*, *Croke Eliz.* 676. *Spark's Case.* *Ibid.* 717. *Erisbe's Case*.

It hath been adjudged, that an *Ejectment* doth not lie of a Copyhold Estate; but it was agreed that an *Ejectment* doth lie of a Lease made by a Copyholder, but not of a Demise made by the Lord of a Copyholder by Copy of Court-Roll. *Cro. Eliz.* 224. *Cole* against *Wall* and *Burnell*.

A Copyholder had Licence from his Lord to let his Land for twenty-one Years. He lets it to the Plaintiff for three Years, who entred, and being *ejected*, brought an *Ejectment*. By the Court, he may maintain an *Ejectment* at Common Law; this is a good Lease against all others and the Lord too, being made by his Licence. *Cro. El.* 535. *Goodwin* and *Longhurst*.

A Lessee for Years of a Copyhold, which is made without *Licence* of the Lord, may maintain an *Ejection*, because he is Lessee, against all but the Lord; and the Lease is good between the Lessor and Lessee, and against all Strangers. *Hardr. Rep. 330.* The Lease of a Copyholder or Guardian will maintain a Declaration in *Ejection*, tho' void against the Lord and Infant. Therefore the Case of *Jackson and Neal. Cro. El. 394.* seems not to be Law; which was, That a Copyholder had *Licence* to let for twenty-one Years from *Michaelmas* last past, he makes a Lease afterwards for twenty-one Years, to begin at *Christmas* following, to the Plaintiff, who entered, and being ousted by the Defendant, brings an *Ejection*; the Court was then of Opinion, that the Lease not being warranted by this *Licence*, no *Ejection* lies upon it; but since it hath been adjudged contrary, as *Erish's Case* cited, p. 179.

In *Ejection* brought by a Lessee of a Copyholder, it is sufficient if the Count be general without mention of the *Licence*; and if the Defendant plead Not guilty, the Plaintiff ought to give the *Licence* in Evidence; but if the Defendant plead special, (as formerly it was usual) then the Plaintiff ought to plead the *Licence* specially in Replication, and the Time and Place when and where it was made. *Petty and Evans's Case, 2 Brownl. 40.*

If a Copyholder paying his Services be ejected by the Lord, he shall have an Action of Trespass against him. *Hill. 21 Edw. 4.* and so was the Opinion of *Danby* Chief Justice in *7 Edw. 4.* for he saith, that Tenant by the Custom is as well Inheritor to have his Land according to the Custom, as he which hath a Freehold at the Common Law. *Co. Lit. p. 60. b. Sect. 77.*

Elegit,

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Elegit, Copyhold Lands cannot be extended by *Elegit*; for it would be prejudicial to the Lord, if any Stranger should have Interest in the Lands holden by Copy, without Admittance of the Lord. *Wood's Inst.* 607.

See **Common, Extent.**

Elmes North, Co. Somerset. In Replevin the Defendants made Conufance, as Bailiffs of the Lord *Cromwell*, setting forth, that he was seised of the Manor of *North-Elmes*; and that it was a Custom of the said Manor for the Homage to make *By-Laws* for the better ordering their Cattle, as often as there should be occasion; and that at such a Court, &c. the Homage (whereof the Plaintiff was one) made a *By-Law*, That none should put his Sheep to depasture in the Lands of the Lord, under a certain Penalty, and that the Plaintiff had put in his Sheep, &c. by Reason whereof he had forfeited, &c. which not being paid, they distrained for the same, &c. and upon a Demurrer to this Conufance it was objected, that the Defendants had not set forth, that the Breach of this *By-Law* was presented by the Homage, nor that it was within the Custom, for that was to make *By-Laws* as often as there should be occasion; and the Defendants did not aver that there was any Occasion to make this *By-Law*, and that it was for better ordering their Cattle; and the Defendants had not alledged that the Cattle were better ordered by this *By-Law*; but the better Opinion was, that the *By-Law* was good, and that the Breach thereof need not be presented by the Homage; for the Plaintiff himself was one of the Homage who made this *By Law*; and it shall be intended that there was a Necessity to make it, otherwise it would not have been made; but if there was no such Necessity, it should have been alledged on the other Side.

3 Leon. 38.

N 3

Elyng.

Elyng, Co. *Southampton*, Roger de Elyng held Land there, by the Service of Carrying the King's Writs directed to the Sheriff of *Southampton*, to be executed in the Hundreds of *Christ-Church*, *Ringwood* and *Ford*, and in the Isle of *Wight*. *Pla. Cor.* 8 E. 1. *Rot.* 30. dorso. *Blount* 87.

Emblements, A Feme Copyholder of certain Lands *Durante Viduitate*, according to the Custom of the Manor, and before Severance of the *Emblements* (or Corn) took a Husband. It was adjudged, that the Lord should have the *Emblements*, because her Estate determined by her own Act. 5 *Rep.* 116. *Oland* against *Burdwicke*.

If a Feme Copyholder seised of Lands *Durante Viduitate* makes a Lease for Years, and the Lessee sows the Land, after making such Lease she takes a Husband, the Lessee shall have the *Emblements*, for her Act shall not prejudice a third Person. *Ibid.*

If the Husband seised of a Copyhold in Fee, sows the Land, and afterwards surrenders to the Use of his Wife, who is admitted accordingly; and the Husband dies before Severance, it seems the Wife shall have the Corn, and not the Executors or Administrators of the Husband, for that the Husband passed the *Emblements* with the Land to the Wife, as annexed to the Land; and by this the Privilege which the Law gives to him who sows it, is taken away by the Surrender, and so it is all one as if the Wife had sowed it, or purchased the Land sowed by a Stranger. 1 *Roll. Abr.* 727.

Enborne, Co. *Berks.* The Custom of the Manors of *East* and *West Enborne* is, That if a Copyhold Tenant die, the Widow shall have her *Free Bench* in all his Copyhold Lands whilst she is sole and chaste; but if she commit Incontinency, she forfeits her Widow's Estate; yet after this, if she come into the next Court held for the Manor, riding backward on a black Ram, with his Tail in her
her

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her Hand, and say the Words following, the Steward is bound by the Custom to re-admit her to her *Free Bench*.

*Here I am, riding upon a black Ram,
Like a Whore as I am;
And for my Crincum Crancum,
Have lost my Bincum Bancum;
And for my Tail's Game,
Am brought to this wordly Shame,
Therefore, good Mr. Steward, let me have my
Lands again.*

The like Custom is in the Manor of *Tor*, Co. *Devon*. *Blount* 144.

Enclosure, A Copyholder was seised in Fee of fifteen Acres in such a Field, held of the Manor of *H.* in which was a Custom, that the Lord should have a *Fold-Course* in that Field, &c. and that no Copyholder should *enclose* his Lands there, without Licence from the Lord; but if he *enclose* without such Licence, then to pay a reasonable Fine, to be assessed by the Lord or his Steward, if the Lord would accept it; and if not, then the Copyholder so *enclosing* should be punished at every Court, till he had open'd the *Enclosure*: A Copyholder *enclosed* these fifteen Acres with a quick-set Hedge, but left some Spaces about nine Foot broad, and being required to open the *Enclosure* he refused, and thereupon the Lord entered for a *Forfeiture*: But it was adjudged, that his *Enclosure* was no *Forfeiture*, it being no Prejudice to the Copyhold *it self*, but only to the Lord's *Fold-course*; for that which makes a *Forfeiture* must be done to the Copyhold *it self*; besides the Whole was not *enclosed*; and note, this was an *Enclosure* contrary to the Custom. *Lit. Rep.* 267. *Hut.* 102. *Paston* against *Utter*.

A bare *Enclosure* is not a *Forfeiture* of a Copyhold. *Herly* 7.

A Copyholder may hedge and *enclose*, but not where it was never *enclosed* before. *Winch 8.*

See *Ad commune nocumentum*, **Common.**

Endow. See **Escheat.**

Enfield, Co. *Middlesex*, *Richard de Plessetis* held twenty Pound-Lands there of the King, by Serjeanty, to be the King's chief Forester of the Forests of *Menedop*, *Exmore*, *Rychiche* and *Selewode* Co. *Somerset.* *Blount 65.*

Enfranchisement. Where a Copyholder hath *Common* of Pasture in the Lord's Waste, but not within the Manor, he hath such a Right of *Common* as belonging to his Copyhold Tenement; and if the Lord *enfranchises* his Copyhold, the Right of *Common* still remains; and in Pleading, he may thus make a Title to himself, (*viz.*) That *A. B.* Lord of the Manor, Time out of Mind, had *Common* in such a Place, &c. for himself and his Customary Tenants, &c. but if in the Waste (in which he had *Common*) had been within the Manor, in such Case, by the *Enfranchisement* of the Copyhold, the *Common* had been extinct, because the *Common* belonged to the Estate; but if out of the Manor, then it belongs to the Land, and not to the Estate in the Land. 1 *Salk.* 170, 364. *Crowther* against *Oldfield.*

An *Enfranchisement* of Copyhold Lands made by a Lord of a Manor to his Copyholder.

‘ **T** HIS Indenture made, &c. between *B. C.*
 ‘ of, &c. Esq; and *A. C.* of, &c. Son and
 ‘ Heir apparent of the said *B. C.* Lord of the Manor
 ‘ of *M.* in the County of *Suffolk*, of the one Part,
 ‘ and *R. B.* *R. S.* and *T. P.* of, &c. of the other
 ‘ Part, witnesseth, That the said *B. C.* and *A. C.*
 ‘ as well for and in Consideration of the Sum of,
 ‘ &c.

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' &c. of lawful Money to them the said *B. C.* and
 ' *A. C.* or one of them in hand paid, by the said
 ' *R. B. R. S.* and *T. P.* at and before the Ensealing
 ' and Delivery of these Presents, the Receipt
 ' whereof they the said *B. C.* and *A. C.* do by these
 ' Presents acknowledge, and thereof and of every
 ' Part and Parcel thereof, do acquit, exonerate and
 ' discharge the said *R. B. R. S.* and *T. P.* and eve-
 ' ry of them, their and every of their Heirs, Exe-
 ' cutors and Administrators, for ever by these Pre-
 ' sents, as also for divers other good Causes and
 ' Considerations, them and either of them hereun-
 ' to especially moving, have granted, bargained,
 ' sold, enfeoffed, delivered, aliened and confirmed,
 ' and by these Presents do grant, bargain, sell, en-
 ' seoff, deliver, alien and confirm unto the said
 ' *R. B. R. S.* and *T. P.* their Heirs and Assigns, all
 ' those Messuages, Cottages, Lands, Tenements,
 ' Pastures, Feedings and Hereditaments whatso-
 ' ever, situate, lying and being in *K.* and *S.* or any
 ' other Town, in the said County of *Suffolk*, which
 ' are Copyhold or Customary Lands, holden of
 ' the Manor of *M.* within the said County of *Suf-*
 ' *folk*, and which the said *R. B.* holdeth by Copy
 ' of Court-Roll of the Manor aforesaid, or of Right
 ' ought to hold as Copyhold, or of some Customa-
 ' ry Tenure of the said Manor of *M.* or of the
 ' Lord or Lords thereof, or of any other Manor or
 ' Lordship, now or late of the said *B. C.* and *A. C.*
 ' or either of them; and the Freehold of all and
 ' singular the said Messuages, Cottages, Lands, Te-
 ' nements, Pastures, Feedings and Hereditaments
 ' whatsoever, with the Appurtenances; and also
 ' all the Freehold of the Inheritance of all those
 ' Copyhold and Customary Messuages, Cottages,
 ' Lands, Tenements and Hereditaments whatso-
 ' ever, which were surrendered lately by *J. G.*
 ' unto the Use of the said *R. B.* and his Heirs;
 ' and

and also all such Rents and Arrearages of Rents, Services, Suits, and other Demands whatsoever, which now or at any Time heretofore have been due or payable, or that shall or ought to be hereafter due, payable or done, for all or any of the said Messuages, Cottages, Lands, Tenements, Pastures, Feedings and Hereditaments whatsoever; all which said Messuages, Cottages, Lands, Tenements, Pastures, Feedings and Hereditaments, with the Appurtenances, were late in the Occupation of, &c. and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises; all Rents and Reservations reserved or payable, by or upon any Demises, Leases or Grants heretofore made or granted of the said Premises, or any Part or Parcel thereof: *To have and to hold* all and singular the said Messuages, Cottages, Lands, Pastures, Feedings and Hereditaments, and all and singular the above-mentioned, or intended to be hereby granted and bargained Premises, with their and every of their Appurtenances, unto the said *R. B. R. S.* and *T. P.* their Heirs and Assigns, to the only proper and absolute Use and Behoof of them the said *R. B. R. S.* and *T. P.* their Heirs and Assigns for ever; and the said *B. C.* and *A. G.* for themselves and every of them, their and either of their Heirs, Executors and Administrators, and every of them, do covenant and grant to and with the said *R. B. R. S.* and *T. P.* their Heirs, Executors, Administrators and Assigns, and every of them, by these Presents, in Manner following, that is to say, That they the said *B. C.* and *A. C.* or one of them, are or is at the Time of the Sealing and Delivery of these Presents, lawfully jointly or solely seised in their or one of their Demesnes, as of Fee, of and in the said Manor of *M.* and of and in all and singular the said bar-

gained

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‘ gained Premisses, and every Part and Parcel thereof, with the Appurtenances, of a good, perfect, and absolute Estate of Inheritance, in Fee-simple, without any Manner of Condition, Power of Revocation, Limitation of Use or Uses, Trust, or other Matter or Thing whatsoever, to alter, change, charge, incumber, impeach, determine, or make void the same; and that they the said B. C. and A. C. or one of them, have, or hath, at the Time of the Sealing and Delivery of these Presents, and at the Time of the Execution of the first Estate hereby to be made and granted, full Power, good Right, and lawful Authority, to grant, bargain and sell all and every the said Messuages, Cottages, Lands, Tenements, Pastures, Feedings, Hereditaments, and Premisses before-mentioned, to be hereby granted, bargained and sold, with their and every of their Appurtenances; unto the said R. B. R. S. and T. P. their Heirs and Assigns, in Manner and Form aforesaid, and according to the Effect of these Presents. And also that all and every the said afore-mentioned to be hereby granted and bargained Messuages, Cottages, Lands, Tenements, Pastures, Feedings, Hereditaments, and Premisses, and every Part and Parcel thereof, now are, and at all Times hereafter shall and may be, remain and continue unto the said R. B. R. S. and T. P. their Heirs and Assigns, and every or any of them, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise upon reasonable Request, well and sufficiently saved and kept harmless and indemnified, by the said B. C. and A. C. their Heirs, Executors, or Administrators, or some or one of them, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Estates, Wills, Entails, Alienations, Jointures, Right and Title of
‘ Dower,

‘ Dower, Statutes-Merchant, and of the Staple,
‘ Judgments, Executions, Rents, Arrearages of
‘ Rents, Mortgages, and of and from all other
‘ Charges, Titles, Claims and Incumbrances what-
‘ soever. And farther the said *B. C.* and *A. C.*
‘ for themselves, their Heirs, Executors, Admini-
‘ strators and Assigns, and for every of them, do
‘ covenant and grant to and with the said *R. B.*
‘ *R. S.* and *T. P.* their Heirs, Executors and Ad-
‘ ministrators, and every of them by these Presents,
‘ that they the said *B. C.* and *A. C.* and either of them,
‘ their and either of their Heirs and Assigns, lawfully
‘ having, claiming, or pretending to have, or which
‘ hereafter shall or may lawfully claim, or pretend
‘ to have any Estate, Right, Title, Interest, Claim
‘ or Demand, of, in, or to the said bargained Pre-
‘ mises, or of, in, or to any Part or Parcel thereof,
‘ by, from, or under them the said *B. C.* and *A. C.*
‘ or either of them, their or either of their Heirs
‘ and Assigns, shall and will from Time to Time,
‘ and at all Times hereafter, at the reasonable Re-
‘ quest, Costs and Charges in the Law, of the
‘ said *R. B.* *R. S.* and *T. P.* their Heirs and
‘ Assigns, make, do, execute, acknowledge and
‘ suffer, or cause to be made, done, executed,
‘ acknowledged and suffered, all and every such
‘ further Act and Acts, Thing and Things, De-
‘ vise and Devises, Assurances and Conveyances in
‘ the Law whatsoever of the said Premises, as by
‘ the said *R. B.* *R. S.* and *T. P.* their Heirs or As-
‘ signs, their or any of their Counsel learned in the
‘ Law shall be reasonably advised or required, be
‘ it by Fine or Feoffment, Deed or Deeds inrolled
‘ or not inrolled, Recovery or Recoveries, with
‘ single, double, or more Voucher or Vouchers, or
‘ by any other lawful Ways or Means whatsoever,
‘ for the better Assurance and sure making of the
‘ said bargained Premises, and every Part and Par-
‘ cel

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cel thereof, with their and every of their Appurtenances, unto the said R. B. R. S. and T. P. their Heirs and Assigns for ever. In Witness whereof, the said Parties, &c.

Presentment that several Copyhold Lands were enfranchised by the Lord.

TO this Court it is presented by the Jury of Homage, That the several Customary Messuages, Lands and Tenements, with their Appurtenances, in the several Paragraphs following, were separately enfranchised by J. C. Baronet, late Lord of this Manor; and the Freehold of the Messuages, Lands and Tenements, were granted to the respective Persons following, and their Heirs, viz.

One Messuage, &c. with the Appurtenances called, &c. in, &c. was granted by certain Indentures of Lease and Release, bearing Date, &c. to A. B. &c. and his Heirs, to the Use and behoof of C. D. and others.

One Close of Land called, &c. containing, &c. was granted by certain Indentures of Lease and Release, bearing, &c. to Thomas Hoskins, and his Heirs for ever.

See Acknowledgment, Common.

Ensham, Co. Oxford, It has been the Custom there, for the Towns-People on *Whit-Monday*, to cut down and bring away (where-ever the Churchwardens pleased to mark it out, by giving the first Chop) as much Timber as could be drawn by Men's Hands into the Abbey Yard, whence, if they could draw it out again, notwithstanding all the Impediments could be given by the Servants of the Abbey, and since the Dissolution of the Abbey, by the Family of the Lord, it was then their own, and went in Part at least to the Reparation of their Church;

Church: And by this Custom, as some will have it, they hold both their *Lammas* and *Michaelmas* Common. *Plot's Nat. Hist. of Oxfordshire*, p. 207.

Entail, The *Entailing Copyhold Estates*, has been a Matter of great Controversy; for *Littleton*, *sect. 13*: says, Tenant in *Fee-tail* is by Force of the *Statute West. 2. cap. 1.* and that before the said *Statute*, all Inheritances were *Fee-simple*. (a) This *Statute* alters the Estate, and of Consequence alters the Tenure, which comes within the Rule, of not binding Copyholders in such Case. [See *Act of Parliament*.] And what may be entailed within that *Act of Parliament*, must be given by *Charter* [i. e. *Deed*]; for the *Statute* says, that the *Will of the Donor*, according to the Form of his Gift in his *CHARTER* expressed, &c. And Copyholds are not to be given by *Charter*; for *Litt. sect. 74*. says, Tenant by Copy may not alien his Land by *Deed*, for then the Lord may enter as a Thing forfeited unto him: But if he will alien his Land to another, he must surrender the Tenement into the Hands of the Lord, to the Use of him who shall have the Estate. Again, *Litt. sect. 73*. says, That Tenant by Copy of Court-Roll is, as if a Man be seised of a Manor, within which Manor there is a Custom, which hath been used Time out of Mind of Man, that certain Tenants within the same Manor, have used to have Lands and Tenements, to hold to them and their Heirs in *Fee-simple*, or *Fee-tail*, &c. So that here he expressly says, that *Estate-Tail* in Copyholds, have been Time out of Mind, and therefore must be before the *Statute*; but my Lord Coke, in his *Commentary on Littleton*, says (b) There may be an *Estate-Tail* by Custom, with the Co-operation of the *Statute of West. 2. cap. 1.* but as the *Statute* without a Custom extendeth not

(a) 3 Rep. p. 8. *Heydon's Case*. (b) *Co. Lit. 6a. s. 8. & b.*

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ro Copyholds, so a Custom without the Statute cannot create an *Estate-Tail*. The Question is now to reconcile this with what *Littleton* says; for if *Estates-Tail* were before the Statute, the Question is out of Doors; for if they were entailed by the Common Law, then as to them the Statute is but in Affirmance of the Common Law.

The Meaning of this seems, (a) That *Estates-Tail* were before the Statute, as to the Manner of Limitation by the Customs of some Manors; as that an Estate was grantable to a Man and his Heirs, the Remainder over to another; but that in other Respects, these Estates were not *Estates-Tail* before the Statute, as that the Tenant should no ways alien, to debar his Issue, or them in Remainder; or that if he made any Discontinuance, they should have a *Formedon* in Descender or Remainder; but these Things were introduced by Statute upon the Estate, which was the same in Limitation by the Common Law; and so the Statute is said to co-operate to make an *Estate-Tail*; and this obviates the main Objection against *Entailing* Copyholds by the said Statute, (*viz.*) That every Copyhold Estate ought to be grantable Time out of Mind; and if an *Estate-tail* was introduced by the Statute, then that Estate, was not grantable Time out of Mind; for if the *Estate-tail* was before the Statute, the same in Point of Limitation of the Estate, as it is now since the Statute, then an *Estate-Tail* hath always been grantable Time out of Mind, though some other Qualities are now annexed to that Estate by Act of Parliament, which were not so before, and which may well be said to give the Statute some Share in the Making those Estates, since they are so very considerable; and that the Qualities should be annexed to this Estate by the Statute

(a) Treatise of Tenures 156. Cart. Rep. 22.

of *Westm. 2. cap. 1.* is no Ways unreasonable; for this Act was made to redress a Wrong at Common Law, and was for the general Conveniency and Profit of the Common Wealth; and the Bringing an *Estate-Tail* in Copyhold Lands within the said Statute, is no Prejudice to the Lord or Tenant, alters no Tenure, Estate or Custom of the Manor, which may any Ways prejudice any Body.

It is no Proof of a Custom Time out of Mind, to intail a Copyhold, that an Estate hath been granted to a Man and the Heirs of his Body, for that may be a Fee-simple conditional; but it must be shewn, that a Remainder hath been limited over, and enjoyed, or that the Issue have recovered after the Alienation of his Ancestor, or the like.

Those that are against Entailing Copyhold Lands, say (a) that the *Estate-Tail* of Copyhold Land mentioned by Littleton, must be understood a Fee-simple conditional at Common Law, or else he contradicts himself; for he says in another Place, that all Inheritances at Common Law, were Fee-simple; but it seems that may be well enough understood of Freehold Estates; for one may lay a general Rule for all Lands, meaning Freehold Lands, which will not extend to Copyhold Lands.

As that Distinction about Entailing Copyhold Lands, is taken by my Lord Coke, and so of great Authority, yet it is not a single Authority, but the same Distinction is taken and allowed in many other Cases. And first, There is the Case of Gurrey against Sanderson. *Cro. Eliz.* 907. where it is doubted, whether a Copyhold may be entailed, no Custom being found one Way or the other; by which it seems plain, that if there had been a Custom found, there had been no Question, but that it

(a) 3 Rep. 8. Heydon's Case. Co. Lit. sect. 13.

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might have been *entailed*. But then there is the Case of *Erish* against *Rives*, *Cro. Eliz.* 717. that an *Entail* may be of a Copyhold by Custom, but not without it. There are several other Cases, which warrant the same Distinction, (as in the Note (a)). Thus you may see the Reasons both for and against *Entailing Copyhold Lands*.

It is made an Objection against *Entailing Copyhold Lands*, (b) that thereby the Donee must hold of the Donor; and the Donor being in the Reversion, must hold of the Lord; and so the Change of the Tenants will not be so often; and if the Donee commit any Forfeiture, the Donor must take Advantage of it, which would be to the Prejudice of the Lord to have the Tenure thus altered. To this Objection, it may be very well answered, That the Truth of the Case is not so; for the Donee in *Tail* doth not hold of the Donor, but of the Lord, as every Tenant for Life of a Copyhold doth hold of the Lord; and this seems to be very reasonable; for Copyholds in Fee-simple are not like other Estates in Fee-simple at Common Law, they being only Estates at Will, and so he that is the actual Tenant at Will, is Tenant to the Lord; for it seems, that because they are but Estates at Will, there is no Division of Estates; but he that is actual Tenant at Will, hath all the Estate, and there is no Part or Parcel of the Estate left in any Body else; and that a Tenant in Fee-simple of Copyhold Lands is only he that hath such an Estate at Will in the Lands, as, by the Custom of the Manor, is not determinable by his Death; but that after his Death, his Heir shall be Tenant at Will; so that when he grants away an Estate for Life, he has no Estate in the Lands left in him, but only a Power of being a Te-

(a) *Plowd. Com. Manxel's Case. Moor, p. 123, 188. Cro. Eliz. 307, 148, 149. 1 Leon. 175. Popham 128. 1 Sid. 268, 314. Mo. 637.* (b) *Cro. Car. 45.*

nant at Will, according to the Custom of the Manor, when the Estate of his Tenant for Life is ended. And in the mean Time the Tenant for Life is Tenant at Will to the Lord; and shall do the Services; and if he commit a Forfeiture, the Lord shall take Advantage of it; and to this Purpose there is the Case of *Borneford* against *Packington*, 1 *Leon.* 1. where the Custom of the Manor was, that the Widow should have her Free Bench; and it is there taken for granted, that she shall hold of the Lord, and be accordingly admitted Tenant, and that the Heir shall not be admitted during her Life, which plainly proves that the Course of Tenure of Copyhold Lands is not like the Tenure of Freehold Lands at Common Law; for in that Case at Common Law, she should hold of the Heir; and though in Estates at Common Law, the Donee holds of the Donor by the same Services the Donor holds over; because the Statute creating a Reversion in the Donor, the Judges made Exposition according to the Common Law, That because a Fee-simple conditional was held of the Feoffor by the same Services that he held over; therefore the Donee should hold of the Donor by the same Services he held over; but at Common Law the Tenant in Fee-simple conditional of Copyhold, could hold of no Body but of the Lord; therefore they, that have an *Estate-tail* in Copyhold Lands, cannot hold of the Donor, but according to the Rules in expounding the Statute of *Westminster* 2. cap. 1. viz. by the Common Law, they must hold of the Lord, because the Tenant in Fee-simple conditional of Copyhold Lands at Common Law, held of the Lord and not of the Surrenderor. In the Supplement to my Lord Coke's *Treatise of Copyholds*, Sect. 12. there is a Case cited between *Laue* and *Hill*, where it is said, That when a Copyholder makes a Gift in Tail, he hath no Reversion but a Possi-

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Possibility; and the Lord shall avow upon the Donee, for the Rents and Services, and not upon the Donor; and therefore it was there said, that he in Reversion could have no *Formedon* in the Reverter.

Equity of Redemption.

Covenants on purchasing the *Equity of Redemption* of Copyhold Lands mortgaged.

THIS Indenture made, &c. between W. J. of, &c. of the one Part, and B. C. of, &c. of the other Part, witnesseth, That the said W. J. for and in Consideration of the Sum of 490 l. of lawful Money of Great Britain, to him agreed to be paid in Manner and Form herein after mention'd, hath granted, bargained and sold, and by these Presents, doth grant, bargain and sell unto the said B. C. his Heirs and Assigns, all and singular the Copyhold Messuages, Lands, Tenements and Hereditaments of him the said W. J. situate, &c. and all the Redemption and Benefit of Redemption, Condition, Benefit of Condition, Claim and Demand of him the said W. J. of, in, and to all and singular the Copyhold Messuages, Lands and Tenements, of the said W. J. situate, &c. as aforesaid. And the said W. J. doth covenant, promise and grant for himself, his Heirs, Executors, Administrators and Assigns, to and with the said B. C. his Heirs and Assigns, by these Presents, that he the said W. J. his Heirs, Executors, Administrators and Assigns, shall and will, on or before the 26th Day of December next ensuing the Date hereof, by good and sufficient Surrender, well and duly executed, Surrender into the Hands of the Lord of the Manor of, &c. all and every the Copyhold Messuages, Lands, Tenements and Hereditaments which the said W. J. hath within the said Manor, and which do to him of Right belong

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belong or appertain, in Possession or Reversion, whereof and wherein he hath any Power or Possibility of Redemption, and that the said B. C. his Heirs and Assigns, shall and may thereunto be admitted, and shall and may from Time to Time, and at all Times hereafter possess, hold, and enjoy the same without Fraud or Guile: And also that S. T. of, &c. shall, on or before the 26th Day of Decembor next ensuing the Date hereof, by good and sufficient Surrender, well and duly executed, surrender into the Hands of the Lord of the Manor of, &c. all and singular the Copyhold Messuages, Lands, Tenements and Hereditaments, which he the said S. T. now hath, or shall or may Claim, by Virtue or Colour of any Surrender from the said W. J. and the said B. C. shall and may, upon such Surrender made, have and take Admittance of and to the said Copyhold Messuages, Lands, Tenements and Hereditaments, and the same shall and may, from Time to Time, and at all Times hereafter, possess, hold and enjoy, without Fraud or Guile; and it is farther agreed by and between the said Parties to these Presents, that the said B. C. his Heirs and Assigns shall, out of the said 490 l. pay unto the said S. T. within twenty-eight Days after such Surrender made by him the said S. T. as aforesaid, so much Money as is now due unto the said S. T. from the said W. J. and the Residue of the said 490 l. he the said B. C. shall, within twenty-eight Days after such Surrender made, as aforesaid, pay unto the said W. J. his Heirs, Executors, Administrators and Assigns. In Witness whereof the Parties hereto have interchangeably set their Hands and Seals, the Day and Year first above-written.

Signed, sealed, and delivered,
being first duly stamped, in
the Presence of

W. J. (L.S.)
B. C. (L.S.)

Cresby,

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Cresby, Co. *Lincoln*, *John de Willogbby* held this Manor of the Bishop of *Durham*, by the Service of one Knight's Fee, and of being Bailiff to the Bishop for the Time being, of all his Lands in the County of *Lincoln*; to hold his Courts, make Attachments, Distresses, and whatsoever else belongs to that Office, at his own Costs; and to levy all the Issues and Profits arising thereby, and to be answerable to the Bishop for the same; also by the Service of being Steward to him and his Successors, and to carry a Mefs of Meat to his Table, on the Day of his Consecration, as also at *Christmas*, and *Whitsontide*, by himself or his eldest Son, in Case he were a Knight, or some other fitting Knight thereunto deputed by his Letters Patent. *Efc.* 46 Ed. 3, N. 78. *Blount* 133. N. B. So much of this Tenure as relates to Knight-Service is abolish'd by Stat. 12 Car. 2. c. 24.

Escheat, Signifies properly when by Accident the Lands fall to the Lord of whom they are holden, and may happen divers Ways.

If an Alien be made Denizen and purchase Land, and die without Issue, the Lord of the Fee shall have the Land by *Escheat*. *Co. Lit.* 2. b.

If a Man commit Felony, and afterwards purchase Lands, and is attainted, the Lord shall have the Lands by *Escheat*. *Ibid.*

If any sole Corporation, or aggregate of many, either Ecclesiastical or Temporal, purchase Lands and Tenements in Fee, (without having sufficient Licence in that Behalf) the Lord may enter within the Year after Alienation, as an *Escheat*. *Ibid.*

If a Bastard purchases Lands, and dies without Issue, the Lord shall have his Lands by *Escheat*, for a Bastard can have no Heirs but of his own Body. *Ibid.* 3. b.

If a Man marrieth an Inheritrix of Lands in Fee-simple, who have Issue a Son, and die, and

the Son enter into the Tenements, as Son and Heir to his Mother, and after dies without Issue, the Heirs on the Part of his Mother ought to inherit, and not the Heirs on the Part of the Father. And if he hath no Heir on the Part of the Mother, then the Lord, of whom the Land is holden, shall have the Land by *Escheat*. In the same Manner it is, if Lands descend to the Son, on the Part of the Father, and he entrench, and afterwards dies without Issue; this Land shall descend to the Heirs on the Part of the Father, and not to the Heirs on the Part of the Mother. And if there be no Heirs of the Part of the Father, the Lord of whom the Land is holden shall have the Land by *Escheat*. *Co. Lit. Sect. 4.*

The Father is seised of Lands in Fee holden of *J. S.* the Son is attainted of High Treason, the Father dieth, the Land shall *escheat* to *J. S.* by Reason of the Defect of Blood; for that the Father died without Heir; and the King cannot have the Land, because the Son never had any Thing to forfeit: But the King shall have the *Escheat* of all the Lands whereof the Person attainted of High Treason was seised, of whomsoever they were holden. *Co. Lit. 13. a.*

In an Appeal of Death, or other Felony, &c. Process is awarded against the Defendant, and pending the Process, the Defendant conveyeth away the Land, and after is outlawed, the Conveyance is good, and shall defeat the Lord of his *Escheat*; but if a Man be indicted of Felony, and pending the Process against him, he conveyeth away the Lands, and after is outlawed; the Conveyance shall not in that Case prevent the Lord of his *Escheat*. And the Reason of this Diversity is manifest: For in the Case of the Appeal, the Writ containeth no Time when the Felony was done, and therefore the *Escheat* can relate but to the Out-

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Outlawry pronounced; but the Indictment containeth the Time when the Felony was committed, and therefore the *Escheat* upon the Outlawry shall relate to that Time. *Co. Lit. 13. a. & b.*

As to the *Escheating* of Copyholds; after *Escheating* it cannot properly be called, a Copyhold, except it be, because there is Power in the Lord to regrant it as Copyhold, were it by the Custom that the Wife shall be endowed of the Intirety or Moiety, and such Customary Copyhold *Escheats*, and the Lord dies; his Wife shall not be endowed of the Intirety or Moiety, because the Custom as to her is extinct. 2 *Sid. 19.*

A Copyhold *escheated* may be demised notwithstanding the Lord's Continuance of it in his Hands above twenty Years. 2 *Keb. 213. Pemble and Siern.*

If a Copyhold *escheat* to the Lord, and he alieneth the Manor, by Fine, Feoffment, &c. his Alience may regrant this Land by Copy, for it was always demised or demisable; but if it be a particular Copyhold Estate, it is otherwise. 4 *Rep. 34. Frenche's Case.*

See Attainder, Copyhold, Descent, Destroy, Frank-fee, Heir.

Escot. See *Grafton.*

Essoign, If a Copyholder by his *Letter of Attorney* appoint the Son of his Farmer his *Attorney*, to do the Services for him due for his Copyhold; such a Person so constituted and appointed may *Essoign* for the Copyholder, but not do the Services for him; for none can do the same but the Tenant himself. 1 *Leon. p. 104. n. 139.*

Estham, Co. *Essex*, *Ralph de Moigne* held this by Serjeanty, to be the King's Caterer. *Pla. Cor. apud Chelmsf. 11 Hen. 3. Blount 26.*

Eston, Co. *Oxford*, In the 52d Year of *Hen. 3.* A Writ issued to the Sheriff of *Oxfordshire*, reciting,

that it appear'd by Inquisition, that Roger del Exchequer, and his Ancestors held their Land of *Eston* in the County of *Oxford*, of the King and his Ancestors, Kings of *England*, by the Service of Keeping the Door of the King's Exchequer, and not by Knights-Service of the Honour of *Wallingford*. *Madox's Hist. Exchequer* 720.

Estwoodham, Co. *Southampton*, *John le Unz* held this by the Serjeanty of carrying a Verge before the King, and it is arrented at 100 s. a Year. *Pla. Cor.* 8 Ed. 1. *Rot.* 13. *South. Blount* 84.

Estrays, (a) Are Cattle that stray into another Man's Ground, and not owned by any Man. In this Case, if they are proclaimed on two Market-Days in two (*Coke, in his Copyholder, Sect. 27. says, three*;) several Towns next adjoining, and the Owner doth not claim them within a Year and a Day, then they are *Forfeited* to the Lord of the Liberty as an *Estray*. If a Lord (who claims under the King) keeps an *Estray* three Quarters of a Year, and within the Year it strayeth again, and another Lord getteth it, the first Lord cannot re-take it; for until the Year and a Day are past, and Proclamation made as aforesaid, he hath no Property; and therefore the Possession of the second Lord is good against him. If the Owner claims the *Estray* within the Year and Day, he must pay for the (b) Keeping. But in the mean Time the Lord cannot work it; tho' he may milk a stray Cow within the Year. If the Cattle were never proclaimed, the Owner may take them at any Time. No Fowl can be *Estrays*, but (c) Swans; and then Proclamation must be made, as in other Cases. The

(a) *Wood Inst.* 213. *Finch* 177. *Bacon Elements* 76, 77. (b) 1 *Roll. Abr.* 879. *Cro. Jac.* 148. (c) 7 *Rep.* 26, 17. 4 *Inst.* 280.

Cattle of the (a) King cannot be *Estrays*, or forfeited as such to the Lord of the Manor.

Estreet, When Fines and Amerciaments are made certain, the *Steward* is to *estreat* them, (that is) to make out Schedules and Copies of the Offender's Names, the Offence done, and Sums imposed upon them, with his Warrant annex'd, to the Bailiff (or if it be an Offence against a Statute, to that Officer whom the Statute directs to levy it) and the Bailiff may, by that Warrant, levy it to the Lord's Use.

(a) 1 Roll. Abr. 878.

The

The Compleat

The Form of an *Eftreat*.

The Manor of Glatton, } The *Eftreats* of Fines, and Amerciaments at the fe-
veral Courts-Leet, holden in and for the said Ma-
nor, on the feveral Days and in the feveral Years
hereafter mention'd, viz.

	May 6. 1732.	Oct. 6. 1732.	May 10. 1733.	Oct. 7. 1733.
John Wilcox, of, &c. being a Free- holder, for not appearing, tho' duly summon'd. —————	d. XII.	—	d. XII.	d. XII.
Tho. Reeves, a Refiant, for the same.	—	d. III.	—	d. III.
Jacob Alcock, a Refiant, for the same.	III.	d. III.	d. III.	d. III.
James Williams, Bailiff, for not returning his Procefs, fined. ————	—	s. d. III.IV.	—	—
John Wilfon, for refufing to ferve on the Fury, tho' in Court, and giving the Steward ill Language. ————	—	—	s. d. VI.VIII.	—
John Wilkins, for not removing his Mixon, according to Order of the laft Court. ————	—	d. VI.	—	—
Jeffry Underwood, for the same. ————	—	d. VI.	—	—
John Anderfon, for neglecting to fend his Teams for the Repairing the Highways, two Days. ————	s. XX.	—	—	—
Theodore Colgrove, for not main- taining a fufficient Fence, next the Highway. ————	—	—	—	s. d. III.IV.

G. B. Steward, to J. V. Bailiff of the faid Manor,
greeting:

YOU are hereby authoris'd and requir'd to levy by Distrefs of the
Goods of the Persons above-nam'd, the feveral and refpective
Sums of Money on them impos'd as abovesaid; and that you answer the
same when thereunto requir'd. Given under my Hand and Seal this
27th Day of, &c.

G. B. Steward there.

Eton,

Eton, Co. Bucks, *Reginald de Grey* held this Manor of the King, by the Service of keeping a Falcon until it is fit for Flying; and for his keeping it, when that Falcon is brought to the King, he shall have the King's Horse with all his Trappings, and the King's Attire; and he shall also have the King's Table, together with the Table-Cloths and Napkins, and all the Vessels which were served up to the King that Day, and he shall have the Cup which the King drinks out of, immediately after the King has drank the Wine. *Blount 138.*

Everhall. See *Ampthill.*

Evidence, The Custom of a Manor was, That the Wife of a Copyholder shall have the Land during her Life; and upon *Evidence* it appeared, that she should have it *Durante viduitate*, (i. e. during her Widowhood) this *Evidence* doth not maintain the Custom. 4 *Rep.* 30.

If the Parties be at Issue on the Time of a Surrender made, or of the Court holden, the same shall not be tried by the *Rolls* of the Manor, but by the Country; and the Party may give in *Evidence* the Truth of the Matter, and shall not be bound by the *Roll*; and the Mis-entry of Time upon the *Rolls* shall not prejudice the Party, for this Entry is not Matter of Record. 1 *Leon. p.* 290. *Burgeffe and Foster.*

The Issue was, whether Fines, called *Gressum Fines* (*ab ingressu*, i. e. from the Entry) are due to the Lord till full *Age*? *Evidence* for the Defendant was, That other Manors adjoining had the same Custom not to pay till full *Age*, and allowed. 3 *Keb. Champion's Case.*

See *Baron-Court, Free-Bench, Leet-Court.*

Evill, Co. Somerset. The *Port-Reeve* there was usually chosen to continue in his Office for one Year, and after the Expiration thereof, a new *Port-*

Port-Reeve was to be chose and sworn at the Leet by the Steward of Sir *Edward Phillips*, Lord of the said Manor, which by Reason of some Difference with Sir *E. P.* was refused to be done, and thereupon the Court of King's Bench, upon a Motion, made a Rule, commanding that the Oath should be rendered to the new *Port-Reeve* who was chosen. 2 *Roll. Rep.* 82.

Exchange, If there be two Men, and each of them is seised of one Quantity of Land in one County, and the one granteth his Land, to the other in *Exchange* for the Land which the other hath, and in like Manner the other granteth his Land to the first Grantor in *Exchange* for the Land which the first Grantor hath, each may enter into the other's Lands so put in *Exchange*, without any *Livery and Seisin*. And such *Exchange*, made by Parol, of Tenements within the same County, without Writing, is good enough. *Co. Lit. Sect.* 62.

And if the Lands or Tenements be in divers Counties, (*viz.*) that which the one hath, in one County, and that which the other hath, in another County, there it behoveth to have a Deed indented, made between them of this *Exchange*. *Co. Lit. Sect.* 63.

And note, that in *Exchanges* it behoveth, that the Estates which both Parties have in Lands so exchanged, be equal; for if the one willeth and granteth that the other shall have his Land in Fee-tail for the Land which he hath of the Grant of the other in Fee-simple, although that the other agree to this, yet this *Exchange* is void, because the Estates be not equal. *Co. Lit. Sect.* 64 & 65.

In the same Manner it is, where it is granted and agreed between them, that the one shall have in the one Land Fee-tail, and the other in the other Land but for Term of Life; or if the one shall

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shall have in the one Land Fee-tail general, and the other in the other Land Fee-tail especial, &c. so always it behoveth, that in *Exchange* the Estates of both Parties be equal, viz. if the one hath a Fee-simple in the one Land, that the other shall have like Estate in the other Land; and if the one hath a Fee-tail in the one Land, the other ought to have the like Estate in the other Land, &c. and so of other Estates; but it is nothing to Charge of the equal Value of the Lands; for albeit that the Land of the one be of a far greater Value than the Land of the other, this is nothing to the Purpose, so as the Estates made by the *Exchange* be equal; and so in an *Exchange* there be two Grants; for each Party granteth his Land to the other in *Exchange*, &c. and in each of their Grants mention shall be made of the *Exchange*. Co. Lit. Ibid.

A Deed of *Exchange* of Lands.

THIS Indenture made, &c. between W. S. of the one Part, and C. W. of, &c. of the other Part, witnesseth, That the said W. S. hath given and granted, and by these Presents doth give and grant unto the said C. W. one Croft or Close of Freehold Land, called or known by the Name of B. &c. with all and singular the Appurtenances thereof, situate, lying and being in W. in the County of B. for and in *Exchange* of, and for all the Lands, Tenements and Hereditaments of the said C. W. called or known by the Name of C. &c. in W. aforesaid in the said County of B. to have and to hold the said Croft or Close, &c. to the said C. W. his Heirs and Assigns for ever, for and in *Exchange* of and for the said Lands, Tenements and Hereditaments called C. &c. in W. aforesaid, with the Appurtenances thereof, clear and free, and clearly and freely acquitted, exonerated and discharged, of and from all and all Manner of former

former and other Grants, Bargains, Sales, Exchanges, Leases, Estates, Mortgages, Annuities, Jointures, Dowers, Uses, Wills, Statutes, Recognizances, Judgments, Executions, Extents, and of and from all other Charges, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or hereafter to be had, made, committed, done or suffered, by the said W. S. his Heirs or Assigns, or any of them, or by any other Person or Persons whatsoever; and the said C. W. hath likewise on his Part given and granted, and by these Presents doth fully, freely and absolutely give and grant unto the said W. S. his Heirs and Assigns, all those Lands, Tenements and Hereditaments aforesaid, with the Appurtenances commonly called or known by the Name of C. &c. situate, lying and being in W. aforesaid, in the said County of B. To have and to hold the said Lands, Tenements; Hereditaments, &c. to the said W. S. his Heirs and Assigns for ever, for and in Exchange of and for the said Croft or Close of Land called B. &c. [With a like Covenant, To hold it free from Incumbrances, &c. as before] In Witness whereof the Parties, &c.

A Declaration upon Exchange of Lands.

K Now all Men by these Presents, That I H. H. of, &c. Gent. for the better Performance and Confirmation of a certain Exchange agreed upon by me the said H. H. of the one Part, and W. P. of, &c. Gent. of the other Part, have given and granted in Exchange for ever, and by these Presents do give and grant in Exchange unto the said H. H. all that my Messuage or Tenement, with the Appurtenances thereof, commonly called or known by the Name of G. situate, lying and being in the Parish of M. in the County of N. and all that my other Messuage or Tenement, with the Appurtenances in

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the same Parish and County, commonly called by the Name of K. and all and all Manner of Lands, Meadows, Feedings, Pastures, Woods, Underwoods, Wastes, Commons and Hereditaments whatsoever, now in the Tenure or Occupation of L. M. to the said Messuage or Tenements, or either of them, belonging or appertaining, or accepted, known or reputed, as Part, Parcel or Member of them, or either of them, To have and to hold the said several Messuages, Tenements, and other the Premises before by these Presents granted, with their Appurtenances, unto the said W. P. his Heirs and Assigns for ever, in Commutation or Exchange, and full Recompence for three other Tenements, with the Appurtenances, of him the said W. P. in C. in the Parish and County aforesaid, which I have and hold by Force and Virtue of the said Exchange. And I, the said H. H. and my Heirs, the aforesaid Messuages and Tenements, and all other the Premises by me by these Presents given in Exchange to the said W. P. as aforesaid, to the said W. P. his Heirs and Assigns, as well from all former Bargains, Sales, Dowers, Titles, Charges and Incumbrances whatsoever, had, made, moved or done by me the said H. H. as also against all other Persons whatsoever, will warrant and acquit, and for ever defend by these Presents. In Witness, &c.

Excommunicate. See Grant, Outlaw.

Execution. If a Copyholder sue Execution of a Statute against the Lord of a Manor, and had the Manor in Execution, and afterwards the Debt is levied, his Interest of the Copyhold remains. *Savile's Rep. p. 71.*

A Plaintiff may have Execution against the Body, Goods and Chattels of a Copyholder. *Wood Inst. 607.*

A. brought a Writ of Right-Close in Antient Demesne against B. of ten Acres, and made Protestation

tion in Nature of an Assise, and recover'd; and C. being Bailiff of the Court, took an Ox of B.'s on five Acres, Parcel of the Land recover'd (but in Fact those five Acres were held at Common Law by Virtue of the Fine levied before the Recovery) and sold the Ox to D. and B. brought a Replevin against C. the Bailiff; and it was adjudged, 1. That if the Whole had been so held by Fine at Common Law, it had been *coram non judice*, and void. 2. For that Part only was Antient Demesne, yet, till Judgment reversed, the Damages are leviabie. 3. That he might well take the Beasts by the Execution in any Place within the Manor which is Antient Demesne, tho' the Place where he took them is not Antient Demesne. 4. That the Sale was a good Execution. See Sir M. Hale's Notes on *New Natura Brevium*, p. 44.

Executione Judicii, Is a Writ that lieth where Judgment is given in the Court of any Lord upon a Writ of Right Patent, or upon a Plea of Debt or Trespass, in the same Court, or in the Hundred, Court-Baron, &c. and if the Bailiff will not do Execution of the Judgment, then the Party may have a Writ directed to the Bailiff, of the Court where the Execution ought to be; and if he will not do Execution, he shall have an *Alias* and a *Pluries*, with this Clause in the *Pluries*, [or you shall signify to us the Cause why, &c.] And if he do not Execution upon this Writ, or return not some reasonable Cause wherefore he delays Execution, the Party shall have an Attachment directed to the Sheriff against the Bailiff, returnable in the King's Bench or Common Pleas. *New Natura Brevium* 43. 44.

The Form of the Writ.

GEORGE, &c. to the Bailiff, &c. Greeting:
We command you, That Execution of Judgment lately obtain'd in your Court in a Suit which was in your Court, by our Writ of Right, between A. B. Demandant and B. C. Tenant, of one Messuage, &c. with the Appurtenances in J. without Delay You Cause to be made, &c.

Executoz. See Assets, Dominus pro Tempore, Dower.

Exeter, This City was Antient Demesne of the Kings of England. King Edward III. by his Charter dated at Waltham-Cross, the sixth Day of February, in the sixth Year of his Reign, granted the City of Exeter to the Citizens of Exeter, To hold to them, their Heirs and Successors, of the King and his Heirs, at Fee-farm, with all Things belonging to the said Farm, to the End they might live in the greater Quiet, and might the better attend their Trade and Business. *Madox's Firma Burgi* 243.

The antient Custom of this City is, when the Lord of the Fee cannot be answered Rent due to him out of his Tenement, and no Distress can be levied for the same, the Lord is to come to the Tenement, and there take a Stone, or some other dead Thing of the said Tenement, and bring it before the Mayor and Bailiffs, and thus he must do seven Quarter-Days successively; and if on the seventh Quarter-Day, the Lord is not satisfied his Rent and Arrears, then the Tenement shall be adjudged to the Lord to hold the same a Year and a Day; and forthwith Proclamation is to be made in the Court, That if any Man claims any Title to the said Tenement, he must appear within the Year
P and

and Day next following, and satisfy the Lord for the said Rent and Arrears: But if no Appearance be made, and the Rent not paid, the Lord comes again to the Court, and prays that according to the Custom, the said Tenement be adjudged to him in his Demesne as of Fee, which is done accordingly; so as the Lord hath from thenceforth the said Tenement with the Appurtenances to him and his Heirs: And this Custom is called *Shortford*; being as much as in *French*, to foreclose. *Izack's Antiq. Exet. 48.*

Exmore, Co. *Somerset*. Henry III. gave *William de Pessets* the Bailiwick of *Exmore*, by the Service of rendring to the King therefor fourteen Heifers, and one little Bull, or for every of them *x d.* *Orig. de Anno 35 Ed. 3. Blount 29.*

Exoneratione Seclae ad Curiam Baron', Is a Writ grounded on *Magna Charta*, cap. 35. and the Statute of *Marlebridge*, cap. 10. as if a Man have Lands within the Precinct of several Leets, or in one County, and he dwelleth within the Precinct of one of them, and he is distrain'd to come to another Leet where he dwelleth not, then he shall have this Writ directed to the Bailiffs of the Court, &c. that they do not distrain him to come to that Leet, within the Precinct whereof he dwelleth not. *New Nat. Brev. 374.*

The Form of the Writ.

THE King to his Bailiff of his Honour of C. in Co. Lincoln; or to A. Bailiff of B. in the County of, &c. Whereas by the Parliament, &c. If any in divers Hundreds, &c. have no Necessity to come to View of Frank-Pledge, unless in the Bailiwick where they are Inhabitants, We command that you do not distrain them to come to the View of Frank-pledge in your Court, or in the Court of your Lord

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Lord of the Honour aforesaid, in the County aforesaid, contrary to the Form, &c.

Extent, If a Man be obliged in a *Statute-Staple*, his Copyhold Land is not *extendible*; neither is it *extendible* upon *Elegit*; but it is upon a Statute of *Bankrupt*. If a Copyholder lease for Years by Licence of the Lord, this is not *extendible* in the Hands of the Lessee. *Roll. Abr.* 888. *Pisto's Case*.

Extinct, If the Lord sells the Freehold Interest of a Copyholder of Inheritance to another, so as it is divided from the Manor, and afterwards the Copyholder releaseth to the Purchaser; by this Release the Copyhold Interest is *extinct*; but if the Lord be disseised, and the Copyholder releaseth to the Disseisor, nothing operates. 1 *Leon.* p. 102. *Wakeford's Case*, *Cro. Eliz.* 21.

If the Copyholder of a Manor hath had Time out of Mind, a Way over the Land of another Copyholder, and he purchaseth the Inheritance of his Copyhold, by which the Copyhold is *extinct*, yet by this the Way is not *extinct*. 1 *Roll. Abr.* 933. *Emson and Williamjon*.

See **Common.**

Extinguishment, A Lease of a Manor, &c. afterwards a Copyholder by Bargain and Sale conveyed his Copyhold to the Lessee of the Manor: Adjudged by this Conveyance the Copyhold was *extinguished*, because in Respect to the Lord, a Copyholder may do any Act to determine his Estate, by shewing he will not hold it any longer by Copy of Court-Roll. *W. Jones* 41. *Blewerhasset* against *Homberstone*, *Hutton's Rep.* 65. S. C.

The Lord of a Manor demised Copyhold Lands to three Sisters, *To hold, to them* for their Lives successively; the eldest Sister married one C. after which, the Lord by Indenture leased the same Land to the eldest Sister, the Remainder to

the Husband, Remainder to the second Sister, and no Agreement was made thereunto by the second Sister by Deed, before or after making the said Indenture; but four Days after the Lease made, she agreed to it in the Country, and then married a Husband, and they entred claiming the Land. The Point is, if by Agreement of the second Sister, her Right to the Copyhold were *extinct*? The Interest of the eldest Sister is gone by her Acceptance of the Estate by Indenture; now if the second Sister may come and claim her Customary Interest? By the Court, it is no *Extinguishment* in the second Sister; and yet Judgment was against her; for by *Gandy*, none can take Advantage of the eldest Sister's Estate being determined; the Lord against his Lease cannot enter or claim; and the second Sister cannot enter during the Life of the eldest Sister, for her Remainder takes Effect in Possession after the Death of her said Sister. 2 Leon. p. 73. *Curtise and Cottel's Case*, 28 Eliz. B. R.

If a Bishop, Tenant in Tail, for Life or Years, lease a Copyhold, yet this shall not bind the Successor, Issue in Tail, or him in Reversion, to grant this by Copy again; neither shall it bind an Infant Lord of a Manor; and the Estates and Possessions of the King, are in like Manner under the Protection of the Law; and if this Copyhold should be *extinguished*, perhaps a Common appendant, or appurtenant would be lost. *Style's Rep.* 266. 2 Roll. Abr. p. 197. *Cremer and Burnet's Case*.

If a Copyholder leaseth to his Lord, that *extinguisheth* his Copyhold, altho' it be contrary to the Nature of a Release to give Possession. *Hutton* 65.

See *Baron-Court, Distress, Extinct*.

Eystan, Co. *Essex*, Henry, Son and Heir of William le Moigne, fined in 18 l. for Relief of his Land of *Eystan* which he held of the King in *Capite* by the Serjeanty of the King's Lardinary.

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Ralph le Moigne, Ancestor of *Henry*, held the Land by the same Serjeanty, and the Land was worth 18 l. a Year, as appeared by the Roll. *Plaf. Commun. 26 Ed. 1. Rot. 80. a. In Bund. 25 & 26 E. 1. Madox Hist. Excheq. 220.*

S*T. Fagons*, Co. Glamorgan, *Thomas Lewis Esq;* paid 6 s. 8 d. Rent of *Ward and Castle-guard Silver* to the Lord *Windfor* for the Manor of *St. Fagons*. From a MS. taken Anno 1666. in the Hands of the Author.

Fair. See **Copy**.

Faldlocne, In the Saxon *falbrocne*, imports a Liberty of *Faldage*, i. e. Folding Sheep, denied to Tenants in former Times, and reserved by the Lord to himself, for the Inriching his own Demesne Lands. *Somner 134.*

Falkely. See **Northampton**.

False Judgment, A Copyholder cannot have the King's Writ of *False Judgment*, in Respect of the Baseness of his Estate and Tenure, he being in the Eye of the Law but a Tenant at Will, and the Freehold being in another; yet he shall have a Petition to the Lord, in the Nature of a Writ of *False Judgment*, and therein assign Errors, and have Remedy according to Law. 4 Rep. 21. *Brown's Case, Co. Lit. p. 60. a.*

Judge *Fenner* said he had seen a Record 36 H. 8. where the Lord, by Petition to him, had, for certain Errors in the Proceedings, reversed such Judgment given in his own Court. *Lex Custum. 257.*

If an erroneous Judgment be given in a Copyhold Court of a common Lord, in an Action in Nature of a *Formedon*, a Bill may be exhibited in Chancery, in Nature of a *False Judgment*, to reverse this. *Pateshull's Case in the Exchequer, 1 Roll. Abr. 373.*

Fardel of Land, (*Fardella Terra*) Is generally accounted the fourth Part of a *Yard-Land*; but according to *Noy*, (in his *Compleat Lawyer*, p. 57.) it is an eighth Part only, for there he says that two *Fardels* of Land make a *Nook*, and four *Nooks* a *Yard-Land*. *Jac. Law Dict. sub Tit.*

Farmer. See *Socage*.

Farnham, alias **Fernham Royal,** Co. *Bucks*, This the Barons *Furnival* heretofore held by Service, that on the Coronation-Day they should be obliged to find a Glove for the King's Right-hand, and support his Left-Arm that Day while he held the Royal Sceptre. From the *Furnivals*, it descended by the Daughter of *Thomas Nevill* to the *Talbots*, Earls of *Shrewsbury*; who, though by Way of Exchange, they surrendered this Manor to *Henry the Eighth*, yet did they reserve that honourable Office to themselves and their Heirs for ever. *Camd. Brit. fol. 329.*

Fealty, Signifieth an Oath taken at the *Admittance* of every Tenant to be true to the Lord, of whom he holdeth his Land, and *Fealty* must be done in Person; the Reason is, because he must be sworn unto it, and no Man can swear by Attorney or Proctor. *9 Rep. 76. Combe's Case. Co. Lit. 68. a.*

Every Lord and Steward ought to take due Care, that each Tenant doth *Fealty*, the Advantages gained thereby being very great; for after many Arguments at Bar and Bench, it was adjudged in *Bevil's Case*, *4 Rep. 8.* That Seisin of *Fealty* was a sufficient Seisin of all other Services; for by the Oath, he sweareth to do all the Customs and Services which he ought to do. And because it is Seisin of all other Services, it is so *inestimable in Law*, that no Distress for it of any Goods or Chattels (of what Value soever) is excessive in Judgment

ment of Law; and although that the Lord often distrain for them, so that the Tenant cannot till his Land, yet he shall not have Assise of *Sovereign* (i. e. *frequent*) Distress.

If any will ask, why a Man may hold of his Lord by *Fealty* only, for all Manner of Services, insomuch as when the Tenant shall do his *Fealty*, he shall swear to his Lord that he will do to his Lord all Manner of Services due, and when he hath done *Fealty*, in this Case no other Service is due. To this it may be said, that where a Tenant holds his Land of his Lord, it behoveth that he ought to do some Service to his Lord: For if the Tenant nor his Heirs ought to do no Manner of Service to his Lord nor his Heirs; then by long Continuance of Time it would grow out of Memory, whether the Land were holden of the Lord or of his Heirs, or not; and then will Men more often and more readily say, that the Land is not holden of the Lord nor of his Heirs, than otherwise: And hereupon the Lord shall lose his Escheat of the Land, or perchance some other Forfeiture or Profit which he might have of the Land; so it is Reason that the Lord and his Heirs have some Service done unto them, to prove and testify, that the Land is holden of them. *Co. Lit. Sect. 130.*

And for that *Fealty* is incident to all Manner of Tenures but to the Tenure in *Frank-almoign*, and for that the Lord would not at the Beginning of the Tenure have any other Service but *Fealty*; it is Reason that a Man may hold of his Lord by *Fealty* only, and when he hath done his *Fealty*, he hath done all his Services. *Co. Lit. Sect. 131.*

Also if a Man letteth to another Lands or Tenements for Term of Life, without naming any Rent to be reserved to the Lessor, yet he shall do *Fealty* to the Lessor, because he holdeth of him; also if a Lease be made to a Man for Term of Years, it is

said that the Lessee shall do *Fealty* to the Lessor, because he holdeth of him. And this is well proved by the Words of the Writ of *Waste*, when the Lessor hath Cause to bring a Writ of *Waste* against him; which Writ shall say, that the Lessee holds his Tenements of the Lessor, for Term of Years; so the Writ proves a Tenure between them; but he which is Tenant at Will, according to the Course of the Common Law, shall not do *Fealty*, because he hath not any sure Estate: But otherwise it is of Tenant at Will according to the Custom of the Manor, for that he is bound to do *Fealty* to his Lord for two Causes; the one is by Reason of the Custom, and the other is for that he taketh his Estate in such Form to do his Lord *Fealty*. *Co. Lit. Sect. 132.*

The Oath of *Fealty*.

YOU shall swear to become a true Tenant to J. C. Esq; Lord of this Manor, for the Estate to which you are now admitted: [If a Freeholder, say, for the Estate which you claim to hold] you shall well and truly pay, bear, and do, all such Rents, Duties, Services and Customs, heretofore due, and of Right accustomed, and you shall in all Things demean your self as a faithful Tenant.

So help you God.

See Alienation, Attorney, Frank-almoign, Rent.

Fee, A Custom within a Manor, Time out of Mind, was to grant certain Lands, Parcel of the said Manor in *Fee-simple*, and never any Grant was made to any, and the Heirs of his Body for Life, or for Years, and the Lord of the said Manor did grant to one by Copy for Life, the Remainder over

over to another, and the Heirs of his Body: It was adjudged, that the Grant and Remainder over was good, for the Lord having Authority by Custom, and an Interest withal, might grant any lesser Estate: For in this Case, the Custom that enableth him to the Greater, enableth him to the Lesser: For in the Greater the Lesser is contained. Co. Lit. 52. b.

A Fee may be limited upon a Fee, upon a collateral Contingent in Copyhold Estates: As if a Man surrender a Copyhold in Fee to the Use of J. S. and his Heirs, who is an Infant, and if J. S. dies, before the Age of twenty-one Years, or Marriage, then he surrenders this to the Use of J. D. in Fee; this is a good Remainder to D. upon the Contingent. 2 Roll. 791. Simpson and Southwood.

See Descent, Prescribe, Surrender, Trees.

Fees. See Attorney, Bailiff, Steward.

Fee-Farm Rent, Is properly, when the Lord upon the Creation of the Tenancy reserves to himself and his Heirs, either the Rent for which it was before letten to Farm, or at least a fourth Part of that Farm Rent. And Lands granted in Fee-Farm are holden in Socage. 2 Inst. 44.

Fee-Farm Rents of the Crown, By Stat. 22 Car. 2. cap. 6. Letters Patent to be granted before the 24th of June, 1672. under the Great Seal, the Seal of the Dutchy of Lancaster, or of the County Palatine of Lancaster, of divers Fee-Farm Rents, and other Rents of what Kind soever, due to the King in Right of his Crown, or in Right of his Dutchy of Lancaster, or Parcel of the Dutchy of Cornwall (except Quit-Rents, and Copyhold Rents standing in Charge, as belonging to any Manor, and all Tenths and First-Fruits, and Rents *Nomine Decima*, payable by any Ecclesiastical Corporation, and all Rents incident

' incident to Reversions now in the King, and all
 ' Rents reserved upon Leases, and Farms of the
 ' Customs or Excise, made or to be made, &c.) shall
 ' be good in the Law, for vesting the same in
 ' Trustees for the Sale thereof, and be construed
 ' most beneficial for the Patentees, any Mis-
 ' naming, Mis-recital or Non-recital of the Ho-
 ' nours, Lands, &c. charged, or of any Estate-
 ' tail, or of the Reversion thereupon, not true
 ' naming of the Places where the said Honours,
 ' Lands, &c. do lie, or lack of the true Naming
 ' of the Corporation, or lack of Attornment, or
 ' any Mis-naming, or not naming of the Tenants of
 ' the Lands charged, and other Defects or Imper-
 ' fections notwithstanding.

' The said Trustees, and the Survivor or Survi-
 ' vors of them, shall execute to Purchasers, Inden-
 ' tures of Bargain and Sale, containing a Convey-
 ' ance of the said Rents, and reciting the Confide-
 ' ration of Money paid, which shall be enrolled in
 ' any of the Four Courts of *Westminster* within six
 ' Months after the Date thereof.

' Such Purchasers shall hold the same discharged
 ' of any Breach of Trust, which may be pretended
 ' to be committed by the said Trustees, and may
 ' recover the same as the King might, excepting
 ' the prerogative Process out of the Exchequer.

' Rents not usually paid by the greater Space of
 ' forty Years last past, shall not be inserted in such
 ' Letters Patent, and Tenants shall hold their
 ' Lands discharged of any Rent reserved by Virtue
 ' of any Patent of Concealment, or Commission of
 ' defective Titles, not usually paid by the greater
 ' Space of forty Years, until the same shall have
 ' been recovered by due Course of Law.

' Purchasers of Rents reserved by any Letters
 ' Patent of Lands and Tenements, &c. and sold
 ' after the Passing of this Act, shall enjoy them,
 ' any

any Cancelling, Avoidance or Determination of such Letters Patent notwithstanding. This Act shall not be construed to avoid any Covenants or Agreements on the King's Part in the original Reservation of such Rents, nor Decrees in the Court of Augmentation, or Court of Exchequer, before the 23d of October, 1642. or since the 29th of May, 1660. whereby *Fee-Farmers* were to be discharged, and Allowances out of the said *Fee-Farm Rents* to be made.

Bodies Politick and Corporate may purchase the said Rents, the Statutes of *Morimain* notwithstanding.

This Act shall not extend to the Sale of any Rents arising within the Principality of *Wales*.

For Instructions to be observ'd in the Sale of these Rents. See The Statute at Large.

Fee-Farms of Mills formerly belonging to the Crown, or Parcel of the Dutchy of *Lancaster*, shall have the Protection and Privilege of the Courts of Exchequer and Dutchy, and enjoy all former Privileges and Advantages, notwithstanding such Sale.

So much as is due for any Uses out of the Premises to be settled upon Trustees, shall continue to be paid. And the Trustees are hereby authorized to convey for Performance of such Uses, such of the said *Fee-Farm Rents*, &c. as shall amount to the Sums charged; after which Conveyance the Purchasers of the Residue to be discharged thereof.

Stat. 22 & 23 Car. 2. cap. 24. All *Fee-Farm Rents*, Rents-Service, Rents-Seck, Chauntry-Rents, Guild-Rents, Castle-guard Rents, and others within the Survey of the Exchequer or Dutchy of *Lancaster*, due to the King, in Possession, Reversion, or Remainder (other than such as are excepted out of 22 Car. 2. cap. 6.) are hereby

‘ hereby vested in Trustees, (*See their Names in the Statute at Large*) and their Heirs, as fully as if they had been granted to them by Letters Patent by Virtue of the said Act, and shall be by them conveyed according to the Directions in the said Act mentioned, upon a Particular thereof made by the Auditor, &c. before whom they stand in Charge.

‘ Purchasers of the said Rents granted by the recited Letters Patent, or intended to be vested in the said Trustees by these Presents, shall be indemnified from all Incumbrances by the said Trustees.

‘ Till Sale of the said Rents, the Receivers of the King’s Revenue shall gather the same.

‘ Purchasers by Virtue of this Act shall enjoy all the Advantages allowed to Purchasers by the former Act, and the shewing the printed Copies of this and the former Act, and of the Conveyance, &c. shall be Evidence in any Court to entitle the Purchaser.

‘ No Tenant in Tail of any of the said Rents, shall be enabled by this Act to bar the Remainder, nor shall have greater Power over the said Rent than he had before.

‘ It shall be sufficient for the Purchasers of such Rents, in every Suit, Avowry, Conusance, or Justification, where Occasion shall be to set forth their Title, to alledge that the said Trustees were seised in Fee, and so seised, granted the same.

‘ The Trustees may convey the said Rents to Purchasers, either by the Words expressed in the Letters Patent, or by Particulars to be made by the Auditors, or by the original Grants from the Crown, saving the Queen’s Right to the Rents hereby vested.

‘ Stat. 9 & 10 W. 3. cap. 38. All Auditors, Reeves, or Receivers, and their Deputies, shall, upon

‘ upon the Act of this Session, For granting to his
 ‘ Majesty 1,484,015 l. 1 s. 11 d. 3 f. For disband-
 ‘ ing Forces, paying Seamen, and other Uses therein
 ‘ mentioned, allows 3 s. for every Pound Rent due
 ‘ for any Fee-Farm Rent, or other chief Rents due
 ‘ to his Majesty, or the Queen Dowager, or to any
 ‘ Person or Persons claiming by any Grant or Pur-
 ‘ chase from or under the Crown, and proportion-
 ‘ ably for any greater or lesser Sum, to the Parties
 ‘ so paying the same, without Fee, upon Penalty
 ‘ of twenty Pounds. And if any such Auditor, or
 ‘ his Deputy set *insuper* any Tenant or other Per-
 ‘ son, or make their Estate liable to Distress or
 ‘ Vexation, for any Money which ought to be al-
 ‘ lowed after the said Rate of 3 s. in the Pound,
 ‘ or refuse or neglect to allow the same, he shall
 ‘ forfeit One hundred Pounds to the Party grieved,
 ‘ and be incapable of his Office or Place, or any
 ‘ other Office of Trust or Profit under his Majesty,
 ‘ or the Queen Dowager.

‘ Stat. 10 Ann. cap. 18. Where any Fee-
 ‘ Farm Rents intended by the Acts 22 Car. 2. and
 ‘ 22 & 23 Car. 2. to be sold, and are sold pursuant
 ‘ thereunto, shall be named and described in any
 ‘ Deed or Fine, Declaration, or other Pleading,
 ‘ by such or the like Names or Descriptions, as the
 ‘ same were described in the Indentures of Bar-
 ‘ gain and Sale made by the Trustees for Sale
 ‘ thereof, such Names and Descriptions may serve
 ‘ for Conveying or Pleading the Title to such
 ‘ Rents from and under the Trustees.

Felony, The Custom was, if any Copyholder
 of a Manor commit any *Felony*, that he shall for-
 feit to the Lord his Copyhold Estate, and that the
 Lord, upon the Presentment of this by the Homage,
 may enter and seise the same; it is a good Custom:
 But the Case went farther; *H.* a Copyholder had
 killed one *P.* and the same was presented by the
 Ho-

Homage, and they found that *H.* was indicted for the same, and acquitted; after this Acquittal the Lord enter'd and seised the Estate as *forfeited*. But as to that Point, the Court did not give any Opinion. 2 *Brownl. Rep. p. 217. Gittins and Cowper.*

A Copyholder of Inheritance was convicted of *Felony*, but before Judgment he had his Clergy; the Question was, Whether the Lord might enter for a *Forfeiture* without a special Custom for that Purpose? and the better Opinion was, that he could not. 1 *Lev. 263. Jory against Pawly.*

See *Freeholder, Gloucester, Pardon.*

Feme and Feme Covert, (i. e. *Married Woman*.) A Woman Copyholder of certain Land *Durante viduitate*, according to the Custom of the Manor, sowed the Land, and before Severance of the Corn sowed, took a Husband; it was adjudged, that the Lord should have the *Emblements*. 5 *Rep. 116. Oland's Case.*

Custom of a Manor was, that every *married Woman*, who held Lands of the said Manor, might *devise* her Copyhold Lands of Inheritance to her Husband, and surrender the same, &c. accordingly a *Feme Covert* surrendered her Lands, &c. to the Use of her Will, and then devised them to her Husband, and died; he was admitted, being in Possession; the Heir at Law of the Wife brought an Action of *Trespas* against the Husband: Adjudged this Custom was not good; 1st, Because it was uncertain what Estate she might devise, whether for Life, Years, or in Fee; for it's only said she might devise, &c. and it's unreasonable that she should by her Will devise Lands to him, because the Will of the Wife is the Will of the Husband, in a legal Understanding, and so he would convey Lands to himself; besides, if this Custom had been good, it's not well pursued, because it's to devise and surrender, &c. which must be at one Time, and this was

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done at several Times; besides the Custom is laid, that every married Woman might devise; which is ill; for it ought to be, *she can devise*; because Custom and Prescription must be laid in Things done, and not in Things which may be done. *Godb. 14. 15. Skipwith's Case.*

A *Feme Covert* may be a Purchaser of a Copyhold, and this Purchase shall stand in Force, until her Husband disagree. Nay, further, a *Feme Covert* may receive a Copyhold Estate by Surrender from her Husband, because *she cometh not in immediately by him, but by mediate Means, viz. by the Admittance of the Lord, according to the Surrender. Co. Copyholder, Sect. 35.*

Feme Copyholder of Inheritance takes a Husband, the Husband makes a Lease for Years; the Lord enters for a Forfeiture; the Husband dies, and the Feme dies; the Heir of the Wife enters, his Entry was adjudged lawful. Palmer's Rep. 383. Savern and Smith, 2 Roll. Rep. 344. S. C.

A Tenant out of Court cannot take a Surrender of a *Feme Covert*, for that *she is secretly to be examined by the Steward. Tothill 46.*

A Deputation of a Steward to take a Surrender, examine a *Feme Covert*, &c.

K Now all Men by these Presents, That I A. B. Steward by Patent of the Manor of Glatton in the County of Huntingdon, have put, deputed and authorised B. C. of, &c. for me and in my Name and Stead, to take one or more Surrender or Surrenders, according to the Custom of the said Manor of Glatton, of and from G. M. of, &c. and S. his Wife (*she being first solely and secretly examined touching her Consent thereto, after the usual Manner of Surrenders in like Cases*) of all that Messuage, &c. to the Uses hereafter mentioned, that
is

is to say, To the Uses and Behoofs mentioned and declared, or to be mention'd and declar'd in the Last Will and Testament of the said G. M. and for Want of such Mention or Declaration thereof, then to the Use of such Person or Persons, his or their Heirs or Assigns, and under such Provisoos or Limitations as the said G. M. by and with the Consent of the said S. shall by his Deed or Writing under his Hand and Seal, in the Presence of Three or more credible Witnesses, declare, limit or appoint; and for Want of such Declaration, Limitation or Appointment, then to the Use and Behoof of the said G. M. and S. his Wife, and the Heirs of their two Bodies begotten, and afterwards to the right Heirs of the said S. for ever. And further, I do also give and grant unto my said Deputy, full Power and Authority to do and act in the Premisses, all and whatsoever I might or ought to do herein, if I were personally present: Hereby also ratifying and confirming all and whatsoever my said Deputy shall do, or cause to be done, in the Premisses, by Virtue of these Presents. In Witness, &c.

See Baron and Feme, Copyhold, Emblements, Remainder, Severance.

Feoffee, If a Feoffee of a Manor upon Condition maketh voluntary Grants of Copyhold Estates according to the Custom, and afterwards the Condition is broken, and the Feoffor entreth, yet the Grants by Copy shall stand. 4 Rep. 24. 17 Eliz. Dyer 342. the Countess of Arundel's Case.

See Dismembering, Jointure.

Feoffment, By Feoffment of the Manor, Copyholds pass. 3 Keb. 456.

If a Copyholder let for Years by Licence of the Lord, and afterwards the Lessee makes a Feoffment, this shall forfeit only his Estate, and not the Estate of

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of the Copyholder. 1 Roll. Abr. 509. *White and Hunt.*

Copyholder in Tail accepts a *Feoffment* from the Lord, it destroys not the Copyhold, so as to conclude his Issue. *Carter's Rep.* 6, 7.

See **Copyhold, Frank-Fee, Habendum.**

Ferlingus, A *Furlong* of Land, that is as much as to say, a *Furrow long*, which in antient Time was the eighth Part of a Mile, and Land will pass by that Name. And some hold, that by that Name Land may be demanded. *Co. Lit.* 5. b.

Fieri Facias. *In Debt.*

The Manor } G. B. Steward, To the Bailiff of the
of N. } Manor aforelaid, greeting:

I Command, That you cause to be made of the Goods and Chattels of John Williams, ten Shillings and six Pence, which Elizabeth Rees, Widow, in this Court recovered against him, and 3 s. 4 d. which was adjudged to the aforesaid Elizabeth Rees in this Court, for her Costs and Charges about her Suit in this Behalf expended: And have you that Money, at the next Court there to be held the 22d Day of September, &c. to render to the said Elizabeth Rees for her said Debt and Damages, whereof John Williams is convicted; and have you there this Precept. Dated, &c.

G. B. Steward there.

Fine, Of *Fines* due to the Lord by the Copyholder, some be by the Change or Alteration of the Lord, and some by the Change or Alteration of the Tenant; the Change of the Lord ought to be by the Act of God, otherwise no *Fine* can be due, but by Change of the Tenant either by Act of God, or by Act of the Party, a *Fine* may be due: For if the Lord do alledge a Custom within

Q

his

his Manor to have a *Fine* of every of his Copyholders of the said Manor, at the Alteration or Change of the Lord of the Manor; be it by the Alienation, Demise, Death, or otherwise: This is a Custom against Law, as to the Alteration or Change of the Lord by Act of the Party; for by that Means the Copyholder may be oppressed by Multitude of *Fines* by the Act of the Lord. But when the Change groweth by the Act of God, there the Custom is good, as by the Death of the Lord. (For in the Eye of the Law, *The Act of God injures no Man.*) And this, upon a Case in Chancery referred to Sir John Popham, Chief Justice, and upon Conference with Anderson, Periam, Walmsley, &c was resolved, and so certified into Chancery. But upon the Change or Alteration of the Tenant a *Fine* is due to the Lord. *Co. Lit.* 59. b.

Fines, taken of Copyholders, some be certain by the Custom, and some be uncertain, but that *Fine*, tho' it be uncertain, yet must it be reasonable, and the Reasonableness shall be discussed by the Justices upon the true Circumstances of the Case appearing to them; and if the Court, where the Cause dependeth, adjudgeth the *Fine* exacted, to be unreasonable, then is not the Copyholder compellable to pay it. *Ibid.*

If the *Fine* of Copyholders of a Manor, upon Admittance be uncertain, yet the Lord cannot demand and exact, excessive and unreasonable *Fines*; and if he do, the Copyholder by the Law may deny to pay them, without any *Forfeiture*; and it shall be determined by the Opinion of the Justices before whom the Matter is depending, or upon Demurrer, or upon Evidence to a Jury, upon the Confession or Proof of the yearly Value of the Land, whether the *Fine* demanded was reasonable, or not: For if the Lords may assess excessive *Fines* at

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at their Pleasures, all the Estates of Copyholders, which are a great Part of the Realm, and which have continued Time out of Mind, &c. shall be at the Wills of the Lords to be defeated and destroyed, which would be inconvenient. And it was said, that according to this Resolution in this Point, it hath been adjudged in the Common Pleas in *Hoddesdon's Case*, 4 Rep. 27 & 28. *Hubbard and Hamond's Case*.

It was resolved, that if the Lord, in Case of Uncertainty of *Fines*, assess a reasonable *Fine*, and require the Copyholder to pay the same, the Copyholder is not tied to pay it presently, because he cannot tell what *Fine* the Lord will set; and no Body can be expected to divine; and therefore he could not provide any such Sum, and for this Cause he shall have convenient Time to pay it, if the Lord appoint no certain Day for the Payment of it. But otherwise it is of *Fines* certain. *Ibid.*

It was adjudg'd, that where a Copyholder hath several Lands severally holden by several Services by Copy, there the Lord ought to assess and demand the *Fines* severally, for every Parcel which is so severally holden. For the Tenant may refuse to pay the *Fine* for one Parcel and forfeit it, and yet pay the *Fines* for the other. And as it was agreed in *Taverner's Case*, every several Tenure hath a several Condition in Law tacitly annexed to it; and therefore the Lord ought for every several Tenure to assess and demand a several *Fine*; so if all the said several Copyholds be surrendered to the Use of another and his Heirs, and the Lord admit him, to be held by the antient Services, heretofore owing and of Right accustomed; there, as it was resolved in *Taverner's Case*, the Tenures are several, and therefore the *Fines* ought to be severally assessed and demanded. *Ibid.*

Popham, Chief Justice, said it was adjudged in *Sands's Case*, that no Fine is due to the Lord either upon Surrender or Descent till Admittance; for the Admittance is the Cause of the Fine, and if afterward the Tenant deny to pay the *Fine*, it is a *Forfeiture*. And so it was resolved by *Wray* and *Periam* Justices of Assize, in Evidence to a Jury in the County of *Suffolk*, between *Sir Nicholas Bacon*, Plaintiff, and *Flatman*, Defendant, for a Copyhold of the Manor of *Walsbam in the Willows* in the County of *Suffolk*. *Ibid.*

3 It was held, that where the Lord of a Manor assesseth a *Fine* of 12*l.* to be paid by a Copyholder, and appoints it to be paid at his Capital Messuage of the Manor three Months after, and the Copyholder pretending the *Fine* to be certain, (that is to say, two Years Quit-Rent,) offered at the Day of Assessing the *Fine*, according to the Rent for two Years; but at the Day appointed for the Payment thereof, cometh not thither to excuse his Non-payment, nor makes any other Refusal, That in Law this is a *Forfeiture* of his Copyhold: But if he had come at the Day assigned him for the Payment, and had then tender'd the two Years Quit-Rent, being the *Fine* certain, due according to the Custom, though not the *Fine* assessed and demanded by the Lord, it had not been a *Forfeiture*. *Cro. Jac.* 617. *Gardiner* against *Norman*.

Upon a Demurrer in *Replevin*, the Case was, a Copyholder was admitted to Copyhold Lands and Tenements of the yearly Value of 28*l.* and that at such a Court, &c. a *Fine* was assessed of 35*l.* upon his *Admittance*, and a Time and Place appointed for Payment; which not being paid, the Lord enter'd for a *Forfeiture*; the Copyholder insisted, that the *Fine* was unreasonable, and that there

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there was a Custom in the Manor to pay a Year's Value of the Lands for a *Fine* upon an *Admittance*, (*viz.*) 28 *l.* which he tendered, and it was refused; It was adjudged that this *Fine* was certain, though 'tis true, that the Value consists in Estimation, and sometimes more may be given for Lands, and sometimes less; but in this Case neither the Custom or the Value were uncertain, because it may be tried by a Jury, whether the Lands were of that yearly Value, at the Time of the *Admittance*, or not. 3 *Mod.* 132. *Cro. Eliz.* 779. *Cro. Car.* 196.

Adington, Lord of *Harlow* in *Essex*, would encrease the *Fines* of his Copyhold Tenants, which were proved to be certain; and it was holden that he could not encrease them; and it shall be a good Prescription to say, *always ready to pay, such a Sum and no more.* 18 & 19 *Eliz. Calthrop. Readings* 65.

If a Copyholder surrenders to the Use of divers, and they are admitted, the Lord shall have but one *Fine.* *Kitchen* 243.

A Surrender to the Use of the Husband and Wife, and they are admitted, the Lord shall have but one *Fine.* *Ibid.* 244.

If a Copyholder in Fee dies where *Fine* is certain, and the Heir waives the Possession, and refuseth to be admitted, it seems the Lord shall not have an Action of *Debt* against him: And yet some hold he may not waive the Possession, because being Inheritance, Interest descends, and for this Reason a *Præcipe quod reddat* lies against the Heir at Common Law, before his Entry. 1 *Sid.* 58. *Wheeler and Honor's Case.*

In an Action of *Debt* for a *Fine* imposed on the Defendant at a Court-Leet, the Plaintiff set forth in his Declaration, that he had a Leet within his Manor of *H.* to which all his Tenants and Resiants there ought to come, and that at such a Court held

X there on such a Day, &c. before T. S. Steward, he the said Steward told the Defendant he was a Suitor, &c. who replied, (*viz.*) *In saying so thou lyest*, and for which Words the Steward set a Fine of 20 s. upon him, and for which Fine this Action was brought; upon *Nil debet* pleaded, the Parties were at Issue, and the Plaintiff had a Verdict; it was moved in Arrest of Judgment, that this was not a Contempt for which a Fine ought to be imposed; but the Court was of another Opinion, and that it was an apparent and insolent Contempt and Abuse of the Steward as a Judge; and that he himself might set the Fine, and that this Action was well brought for it. *Cro. Eliz.* 582. *Earl of Lincoln against Fysher.*

X The Case was, Defendant appearing at a Court-Leet, put his Hat on in Contempt of the Court, and being admonish'd by the Steward, that it was not well done, he replied that he did not value what he (the Steward) could do to him; whereupon he set a Fine of 40 s. on him, for which the Lord of the Leet brought an Action of Debt; and adjudged the Action did lie. *Raym.* 68. *Bathurst against Cox.*

Stat. 4 H. 7. cap. 24. Of Fines, extendeth to Copyholds: For if a Copyholder be disseised, and the Disseisor levieth a Fine with Proclamation, and five Years pass without any Claim made; this is a Bar both to the Lord, and to the Copyholder. *Co. Cop. Sect.* 55.

So if a Copyholder make a Feoffment in Fee, and the Feoffee levieth a Fine with Proclamation, and five Years pass, the Lord is barr'd; but if a Copyholder levy a Fine, and five Years pass, the Lord is not barr'd; for the Fine levied, the Copyhold having no Frank-Tenant, is utterly void, and whereas it hath been doubted, that this Statute should not extend to Copyhold; but the Lord should hereby receive Grand Prejudice; for he should

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should not only lose the *Fines*, upon Alienations or Descents, and the Benefit of Forfeitures, but should withal be in Hazard to be barr'd of his Frank-tenant and Inheritance. To this it may be answer'd, That if the Lord receive any such Prejudice, it is through his own Default, for not making Claim; for in regard of the Privy in Estate, that is between him and the Copyholder, he may make claim, as well as the Copyholder himself. *Ibid.*

It was resolved by *Holt, Chief Justice*, that a *Fine* levied of Lands in *Antient Demesne* in the Court of the Manor, is a Discontinuance, but no Bar; for it recovers a Freehold which works a Discontinuance of the former Estate; therefore a *Fine* levied in that Court (if it may properly be called a *Fine*) must be of the same Consequence and Effect as other *Fines* are; and he held that *Fines* may be levied of Lands in *Antient Demesne* in the Lord's Court, upon a Writ of Right-Close, because 'tis agreeable to the Power of that Court in other Instances; for it is a Court which may try the Mife joined upon a Writ of Right, which hath the same Effect upon a Nonclaim as a *Fine* hath; and if a *Fine* could not be levied there, it could be levied no where, of these Lands, so that the Privileges of these Tenants would be rather a Disadvantage to them than otherwise, but that cannot be reasonably intended. 1 *Salk.* 57, 144. *Zouch* against *Thompson*.

A Deed to levy a Fine in a Court of Antient Demesne.

THIS Indenture, &c. Between B. F. of the one Part, and D. A. of the other Part, &c. Whereas the said B. F. is, on the Day of the Date of these Presents, lawfully seised of an Estate of Inheritance to him, and the Heirs Males of his Body,

and of and in divers Messuages, Lands, Tenements and Hereditaments within the Liberty of E. at F. in the County of G. herein after are in these Presents particularly mentioned. Now this Indenture witnesseth, That the said B. F. for divers good Causes and Considerations him hereunto especially moving, and for the Selling, &c. doth for himself, and his Heirs, Covenant, Grant, and agree to and with the said D. A. his Heirs, Executors and Administrators by these Presents: That he the said B. F. at his own proper Cost and Charges, shall and will in due Form of Law, before the Feast, &c. next ensuing the Date of these Presents, acknowledge and levy one Fine in the Court of Antient Demesne, within the said Liberty of E. at F. according to the Course and common Usage thereof for Lewying of Fines for Lands, and Hereditaments within the said Liberty, unto the said D. A. of all those Messuages, Lands, &c. by the Name of six Messuages, four Gardens, thirty Acres of Land, &c. in E. at F. aforesaid, or by such other Name or Names as shall be thought meet, &c. In Witness, &c.

Form of a Fine in a Court of Antient Demesne.

The Manor of
Alton Westbrook, }

The Court of Richard B. Esq; and H. his Wife, held there on Friday the 10th Day of June, in the 7th Year of the Reign of our Sovereign Lord George the Second, by the Grace of God of Great Britain, France, and Ireland, King, Defender of the Faith, and so forth, before Richard B. and John S. Suitors of the same Court, according to the Custom of the same

same Court, from Time where-
of there is no Memory of Man
to the contrary existing.

TO this Court came J. M. in his own proper Per-
son, and brought into this Court the King's
Writ of Right-Close against J. F. and S. his Wife,
to the Bailiff of Richard B. Esq; and H. his Wife,
of his Manor of Alton Westbrook, directed in Form
of Law, according to the Custom of the Manor afore-
said, to be executed and determined, which Writ was
in the Words following, George, &c. [Here recite
the whole Writ, see **Right-Close**] upon which the
aforesaid J. M. according to the Custom of the Ma-
nor aforesaid, made Protestation to prosecute his
said Writ against the aforesaid J. F. and S. his
Wife, in Form and Nature of the King's Writ of
Covenant at Common Law, to the End that the a-
foresaid J. F. and S. his Wife perform the Covenant
to the said J. M. between them made of the several
Tenements aforesaid, in the aforesaid Writ set forth,
specified and demanded, by them the said J. F. and
S. his Wife, held in Alton Westbrook aforesaid;
and found Pledges to prosecute his said Writ, to
wit, J. D. and R. R. Upon which the aforesaid
J. F. and S. his Wife were solemnly called and ap-
peared; and upon this the said J. F. and S. his Wife,
pray'd licence to agree with the aforesaid J. M. his
Suit aforesaid, and gave to the Lord for such Licence
three Shillings and four Pence.

And the Agreement is such, to wit, that the said
J. F. and S. his Wife have acknowledged the said
Tenements with the Appurtenances, to be the Right
of him the said J. M. at those which the said J. M.
bath of the Gift of the said J. F. and S. his Wife,
and those they have remised and quit-claim'd, from
them the said J. F. and S. his Wife, and the Heirs
of

of the said J. F. to the said J. M. and his Heirs for ever; and moreover, the said J. F. and S. his Wife, have granted for themselves and the Heirs of the said J. F. that they will warrant to the said J. M. and his Heirs, the said Tenements with the Appurtenances against the said J. F. and S. his Wife, and the Heirs of the said J. F. for ever; and for this Acknowledgment, quitting Claim, Warranty, Fine and Concord, [End and Agreement] the said J. M. gave to the said J. F. and S. his Wife, twenty Marks Sterling, &c.

Examined by G. B. Steward there.

See Ad, Ancestor, Antient Demesne, Constable, Contempt, Coppbold, Debt, Disceit, Frank Fee, Widow.

Fish,

Stat. 1 Eliz. cap. 17. None shall use any Net or Engine to destroy the Spawn or Fry of Fish, or take Salmons or Trouts out of Season, or Pikes shorter than ten Inches, Salmons than sixteen, Trouts than eight, and Barbles than twelve; or shall use any Engine to take Fish, other than Angle or Net, or a Tramel of two Inches and an half Mesh, in Pain to forfeit twenty Shillings and the Fish so wrongfully taken, and the Net or Engine so wrongfully used.

All Persons having Jurisdiction of Conservancy upon Streams of Waters, and Lords of Leets, have Power upon the Oaths of twelve Men, to hear and determine these Offences, and shall have all the Forfeitures which accrue thereupon.

The Steward of a Leet shall give this Statute in Charge to the Jury, in Pain of forty Shillings to be divided betwixt the Queen and the Informer.

Here if the Jury wilfully forbear to present Offences of this Kind, the Steward or Bailiff shall impanel

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impanel another Jury to inquire of their Default, which being found, the first Jury shall forfeit twenty Shillings a-piece.

Upon Default of Presentment in Leets within one Year, Justices of the Peace in Sessions, Justices of Oyer and Terminer, and Justices of Assize in Circuits, have Power to hear and determine the said Offences.

A Condition to restrain a Man from Fishing or Fowling on any Part of a Manor.

Whereas the above-bound T. L. hath at several Times past been detected for Fishing and Fowling within the Manor and Royalties of the above-named T. Lord A. without his Licence or Consent: And whereas upon his Submission to the said T. Lord A. and his Acknowledgment of his said Offences, the said T. Lord A. hath been pleased to forbear any further Prosecution upon his becoming bound not to offend in the like Manner for the Future: Now the Condition of this Obligation is such, That if the said T. L. his Heirs, Executors or Administrators, or either of them, do and shall well and truly pay, or cause to be paid, unto the said T. Lord A. his Heirs or Assigns, the full Sum of, &c. of lawful Money, &c. within ten Days next after that he the said T. L. shall at any Time hereafter be found Fishing, Fowling, Coursing or Hunting, or by any other Ways or Means trespassing on any of the Manors, Lordships or Royalties of the said T. Lord A. his Heirs or Assigns, within the Counties of, &c. or either of them, and Proof thereof made by the Testimony of one or more credible Witnesses; then, &c. or else, &c.

A Lease

A Lease of a Fishery and Royalty.

' **T**His Indenture made, &c. between A. B.
 ' of, &c. Esq; of the one Part, and C. D.
 ' of, &c. Gent. of the other Part, witnesseth,
 ' That the said A. B. for and in Consideration of
 ' the yearly Rents and Covenants herein after
 ' mentioned, hath demised, granted, and to Farm
 ' let, and by these Presents doth demise, grant,
 ' and to Farm let, unto the said C. D. all that the
 ' Fishery and Liberty of Fishing, in the River of,
 ' &c. from, &c. to, &c. and all that the Royalty
 ' of Hunting, Hawking and Fowling, &c. belong-
 ' ing to him the said A. B. within the Manor of,
 ' &c. aforesaid. And also all Profits, Benefits and
 ' Advantages whatsoever to the said Fishery and
 ' Royalty, or either of them, belonging or apper-
 ' taining: *To have and to hold* the said Fishery
 ' and Liberty of Fishing, and the said Royalty and
 ' Liberty of Hunting, Hawking and Fowling afore-
 ' said, with their and every of their Appurtenances
 ' unto the said C. D. his Executors, Administrators
 ' and Assigns, from the Feast of, &c. for and du-
 ' ring, and unto the full End and Term of, &c.
 ' from thence next ensuing, and fully to be com-
 ' pleat and ended, yielding and paying therefor
 ' yearly, and every Year, during the said Term of,
 ' &c. unto the said A. B. his Heirs and Assigns,
 ' the Rent or Sum of, &c. of lawful Money of
 ' Great Britain, at the Two most usual Feasts or
 ' Terms in the Year (that is to say) the Feast of
 ' St. Michael the Archangel, and The Annunciation
 ' of the Blessed Virgin Mary, by even and equal
 ' Portions, without any Deduction or Abatement,
 ' for Taxes charged or imposed by Parliament, or
 ' otherwise. And the said C. D. for himself, his
 ' Heirs, Executors, Administrators, and Assigns,
 ' doth

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doth covenant, promise and grant, to and with the said *A. B.* his Heirs and Assigns, that he the said *C. D.* his Heirs, Executors, Administrators and Assigns, shall and will during the said Term, well and truly pay, or cause to be paid, unto the said *A. B.* his Heirs or Assigns, the said yearly Rent of, &c. at the Days and Times above limited for Payment thereof, without any Deduction, as aforesaid, provided always, that if the said yearly Sum of, &c. or any Part thereof, shall be behind and unpaid in Part, or in all, by the Space of, &c. Days next after any of the said Feast-Days above-mentioned, for Payment thereof, during the said Term, that then, and from thenceforth, it shall and may be lawful for the said *A. B.* his Heirs or Assigns, to avoid the Lease hereby made, and enjoy the Premises above-mentioned to be granted, as in his and their former Estate and Estates. And the said *A. B.* for himself, his Heirs and Assigns, doth covenant, promise, and grant, to and with the said *C. D.* his Heirs, Executors, Administrators and Assigns, that the said *C. D.* his Heirs, Executors, Administrators and Assigns, paying the said yearly Rent of, &c. and performing the Covenants on his Part and Behalf to be performed and kept, shall and may from Time to Time, and at all Times hereafter, during the Continuance of the said Term hereby demised, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the said Fishery and Royalty, with their Appurtenances, hereby demised, and every Part and Parcel thereof, without the Let, Suit, Trouble, Eviction or Disturbance of him the said *A. B.* his Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim, by, from, or under him, them, or any of them, or by his, their, or any of their Acts or Means. In Witness, &c.

See

See By-Law.

Fleetwich. See Ampthill.

Flimston, Co. Glamorgan, Sir H. Edwyn paid 6 s. 8 d. Rent of Ward and Castle-guard Silver to Lord Windsor for this Manor. From a MS. Survey taken 1666, now in the Hands of the Author.

Fold-course. See Enclosure.**Folk-Land.** See Copyhold.

Fonmon, Co. Glamorgan, Robert Jones paid 1 l. Rent of Ward and Castle-guard Silver to Lord Windsor, for the Lordships of Fonmon, Lancadle and Penmarke. From the above-mention'd MS. Survey.

Forcible Entry, If a Lessee for Years, or a Copyholder was ousted, and the Lessor or Lord disseised, and such Ouster as well as Disseisin was found in an Indictment of *Forcible Entry*, the Court might in their Discretion award a Restitution of Possession to such Lessee or Copyholder, which was by necessary Consequence a Re-Seisin of the Freehold also, whether the Lessor or Lord had desired or opposed it; but it was a great Question, whether a Lessee for Years or a Copyholder, being ousted by the Lessor or Lord, could have a Restitution of their Possession within the Equity of 8 H. 6. the Words whereof, as to this Purpose, are, that the Justice shall reseize the Lands, &c. by which it seems to be implied, That the Party must be ousted of such an Estate therein, whereof he may be said to be seised, which must be a Freehold at least. 1 Hawk. Pleas of the Crown, p. 143.

But to remove this Doubt, it is enacted by 21 Jac. 1. c. 15. That such Judges, Justices, or Justice of the Peace, as by Reason of any Act or Acts of Parliament then in Force, were authorized and enabled upon Enquiry, to give Restitution of Possession unto Tenants, of any Estate of Freehold, of their Lands or Tenements, which shall be entered

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tered upon with Force, or from them with-holden by Force, shall by Reason of that Act have the like, and the same Authority and Ability from thenceforth (upon Indictment of such *Forcible Entries*, or *forcible* with-holding, before them duly found) to give like Restitution of Possession unto Tenants for Term of Years, *Tenants by Copy of Court-Roll*, (a) Guardians by Knight-Service, Tenants by *Elegit*, Statute-Merchant and Staple, of Lands or Tenements by them so holden, which shall be entered upon by *Force*, or holden from them by *Force*. *Ibid.* 144.

But it hath been holden, That a Tenant by the *Verge* is not within this Statute, because he is not within the express Words; but *quare*, For since such Person hath no other *Evidence* of his Title, but by the Copy of Court-Roll, he seems at least to be within the Meaning, if not within the Words of the Statute; however it seems clear, That if a Lessor eject his Lessee for Years, and afterwards be *forcibly* put out of Possession again by such Lessee, he hath no Remedy for a Restitution by Force of any of the above-mentioned Statutes, for he cannot have it by 8 H. 6. because he always continued seised of the Freehold, and clearly he is not within 21 Jac. 1. c. 15. *Ibid.* 144.

Ford. See *Elyng*.

Foreclose. See *Claim*.

Forechoke, Is of the same Meaning with *forfaken* in modern Language: In one of our Statutes, it is specially used for Lands or Tenements seised by a Lord, for Want of Services performed by the Tenant, and quietly held by such Lord beyond a Year and a Day; now the Tenant, who seeing his Land taken into the Hands of the Lord,

(a) *Qu.* If Guardians by Knight-Service are not abolish'd by Stat. 12 Car. 2. c. 24.

and

and possessed so long, and not pursuing the Course appointed by Law to recover it, doth in Presumption of Law disavow or forsake all the Right he hath to the same; and then such Lands shall be called *Forechoke*. Stat. 10 Edw. 2. cap. 1.

Forest. See *Alamoz*.

Forest Laws. See *Stanhope*.

Forfeiture, Signifieth the Penalty for an Offence committed, rather than the Act it self, whereby the Offence is perpetrated; and it extendeth both to *Freehold* and *Copyhold* Lands, and even to *Goods*.

Regularly it is true, that none can take Benefit of a *Forfeiture*, but he that is Lord of the Manor at the Time of the *Forfeiture*. Co. Cop. Sect. 60.

And therefore if a Copyholder maketh a Feoffment, and then the Lord alieneth, neither the Grantor nor the Grantee can take Benefit of this *Forfeiture*, for neither a Right of Entry, nor a Right of Action can ever be transferred from one to another; and therefore if a Freeholder alieneth in *Mortmain*, and then the Lord granteth away his Seignior, neither the one nor the other can ever take Benefit of this *Forfeiture*. *Ibid.*

If a Copyholder committeth Waste, and then Tenant for Life of the Manor dieth before Entry, yet he in Remainder may enter, for he had an Interest in the Manor at the Time of the *Forfeiture* committed, though he could not enter, by Reason of the Estate in Tenant for Life, which being determined, his Entry is now accrued unto him for the *Forfeiture* committed in the Life of Tenant for Life. *Ibid.*

And sometimes, he that is neither Lord of the Manor, at the Time of the *Forfeiture* committed, nor ever after, shall take Benefit of a *Forfeiture*. *Ibid.*

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As if a Lord of a Manor granteth a Copyhold in Fee, and then granteth the Frank-Tenement, & the Inheritance of this Copyhold to a Stranger; the Grantee, though no Lord of the Manor, nor able to keep any Court, shall take Benefit of *Forfeitures* made by the Copyholder, as if the Copyholder do make a Feoffment, Lease, Waste, deny the Rent, &c. *Ibid.*

If the Lord doth any Thing whereby he doth acknowledge a Copyholder to be his Tenant after *Forfeiture*; this Acknowledgment amounteth to a Confirmation; as if he distraineth upon the Ground for Rent due after *Forfeiture*; or if he admitteth after the *Forfeiture*, or the like; these are *Estoppels to the Lord*, so that he can never enter, provided the Lord have Notice of such *Forfeitures* before any such Act, which may amount to a Confirmation, be done; yet some make this Difference, that these *Forfeitures* only which destroy not the Copyhold, are only conformable by subsequent Acknowledgment, and not those *Forfeitures* which tend to the Destruction of a Copyhold; as if the Copyholder maketh a Feoffment; by this the Copyhold is destroyed, and therefore no subsequent Acknowledgment of the Lord will ever save this Sore. *Ibid. Sect. 61.*

The Father commits a *Forfeiture*, and dieth, the Son is admitted as Heir by Descent, this purgeth not the *Forfeiture*, because the Father dying seised of no Estate, the Son cannot be admitted to any. *Tothill 45.*

An Admission by the Lord, dispenseth with a former *Forfeiture*, as it was held between *Clerke* and *Wentworth* about 25 *Eliz.* The Father committed a *Forfeiture*, the Lord nevertheless seised a Heriot upon his Death, and yet would avoid the Heir's Estate for that *Forfeiture*, which he could not, because the Taking of a Heriot, alloweth

of a Dying seised. *Buton against Thurley, Hillar. 1392. Ibid.*

3 A Suit to compel a Lord to grant a Licence to let a Copyhold; but because the Defendant said by this Answer, that the Copyhold was forfeited, the Court of Chancery would not enforce him to grant a Licence, till the Forfeiture was examined. *Bullard against Agard. Ibid.*

Poore against Oxenbridge, Although a Tenant hath forfeited her Copyhold, yet reliev'd in Chancery. 9 No. 44 Eliz. Ibid. 104.

See Advantage, Amercement, Ancestor, Attainder, Bar, Bargainee, Bough, Claim, Copyhold, Dental, Dismembering, Enclosure, Estrays, Felony, Feme, Feoffment, Fine, Franktenant, Freehold, Freeholder, Guardian, Heir, Homage, House, Husband, Idiot, Infant, Jointenants, Jury, Lease, Lessee, Licence, Marle, Mill, Mortmain, Outlaw, Piscary, Recompence, Remainder, Recovery, Rent, Replevin, Reversion, Ryegate, Summons, Surrender, Timber, Walf, Warning, Wafte, Wrecks.

* Forgery, By Stat. 5 Eliz. cap. 14. If any
 * alone, or with others, shall willingly, subcilly,
 * and falsly forge or make, or cause to be forged
 * or made, any false Deed, Charter, or Writing
 * sealed, Court-Roll, or Will in Writing, to the In-
 * tent that the Freehold or Inheritance of the Lands,
 * or the Right or Title thereof, may be troubled,
 * defeated or charged, or shall publish or shew
 * forth in Evidence any such forged Writing as
 * true, knowing the same to be false and forged,
 * and shall be thereof convicted, upon an Action
 * of Forger of false Deeds (to be founded upon this
 * Statute) at the Suit of the Party grieved, or
 * other-

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otherwise, he shall pay to the Party grieved double Costs and Damages, to be assessed in the Court where such Conviction shall be, shall be set upon the Pillory in some Market-Town, or other open Place, and there have both his Ears cut off, and also his Nostrils slit and sear'd with an hot Iron; he shall also forfeit to the Queen, her Heirs and Successors, the Issues of his Lands, and suffer perpetual Imprisonment during his Life; and the said Costs and Damages shall be first levied upon the Goods and Issues of the Lands of the Offender, notwithstanding the Queen's Title thereupon.

In Construction of this Statute, it hath been holden, That a false Customary of a Copyhold Manor, made in Parchment, under the Seals of several Tenants of the Manor, and containing in it divers false Customs, apparently tending to the Dishonour of the Lord, and falsely pretending by its Title, to be set forth by the Consent of all the Tenants, and Allowance of the Lord, is within the first Branch of *Forgery* mention'd in the Statute, as being a sealed Writing, made to the Intent to molest the Inheritance of the Lord. 1 *Hawkins's Pleas of the Crown*, p. 186.

For-land, from *Fore*, a Waggon, Wain, Cart or Carriage; The Tenant of this Land was to serve his Lord with Carts and Carriages. *Gurd. Hist.* 579.

For-land is also arable Lands running transverse other plowed Lands, which is now called a *Head-land*. *Ibid.*

Formedon lies for him who hath Right to Lands or Tenements by Virtue of any *Entail*, and is grounded upon the Statute of *Westminster* 2. cap. 1. and Plaints of this Nature are sued for Copyholds.

Stat. 21 *Jac.* 1. cap. 16. all Writs of *Formedon* in *Descender*, *Remainder* or *Reverter*, for any

Title or Cause now in Being, shall be sued within twenty Years next after this present Session of Parliament; and for any Title or Cause hereafter accruing, within twenty Years after such Title or Cause so accruing; otherwise such Title shall be for ever after barred, and the Party claiming utterly excluded from Entry.

N. B. *The Descents must be set forth in as clear a Manner as possible.*

A Pleint in Nature of a Formedon.

S. J. complains against D. F. and B. his Wife, of a Plea of Land (*to wit*) of one Messuage, two Cottages, &c. with the Appurtenances in H. within the Jurisdiction of this Court, and made Protestation to prosecute this Suit in Form and Nature of the King's Writ of *Formedon* in Remainder at Common Law, and found Pledges to prosecute this Suit in Form and Nature aforesaid, viz. J. D. and R. R. and prayed Process to be made thereupon, according to the Custom of the Manor aforesaid, against the aforesaid D. and B. his Wife, &c. therefore according to the Custom of this Manor, from Time whereof there is no Memory of Man to the contrary existing or used, it is commanded that the Under-Bailiff of this Manor, and Officers of the said Court, summon by good Summoners the aforesaid D. and B. that they be before the Suitors aforesaid, at the next Court of the Manor aforesaid, the Twenty-eighth Day, &c. for the said Manor to be held, to answer the aforesaid S. J. in his Plea aforesaid, &c. and the same Day is given to the said S. J. &c. to which next Court came, as well the aforesaid S. J. as the said D. and B. by J. R. their Attorney, and the aforesaid Officer of the Court

Court aforesaid, return'd this in Court, That
 he, by Virtue of the Precept aforesaid to him
 directed, had summoned the aforesaid D. and
 B. by good Summoners, (to wit) J. D. and
 B. R. to be at this Court, to answer the afore-
 said S. J. in his Plea aforesaid, as it was set
 forth in the Precept to him, &c. And upon this
 the aforesaid S. J. demandeth, [claimeth] against
 the said D. and B. the Tenements aforesaid,
 with their Appurtenances, as his Right and In-
 heritance, saying, That W. J. was seised of the
 Tenements aforesaid, with their Appurtenances,
 in his Demean as of Fee, at the Will of the
 Lord, according to the Custom of the Manor
 aforesaid, and being so seised thereof, according
 to the Custom of that Manor, from Time where-
 of there is no Memory of Man to the contrary,
 being used and approved, at the Manor Court
 aforesaid, held at, &c. within the Precincts of
 this Manor, in the Year, &c. by J. B. and
 J. R. Under-Bailiffs of the said Manor, in the
 Presence of F. C. T. S. B. L. &c. then hold-
 ing of the Lord of the Manor aforesaid, surren-
 der'd into the Hands of the Lord, the Tene-
 ments aforesaid, with their Appurtenances, to
 the Use and Behoof of M. then Wife of the
 said W. J. to hold for and during the Term of
 her Life, and after the Decease of the said M.
 then to the Use and Behoof of J. J. Son of
 N. J. and the Heirs of his Body lawfully be-
 gotten; and in Default of such Issue of the
 said J. then to the Use and Behoof of E. J.
 Son of the aforesaid W. to hold to him and
 the Heirs of his Body lawfully begotten; and
 in Default of such Issue, then to the Use and
 Behoof of the right Heirs of the said W. J.
 for ever; by Virtue of which Surrender the
 aforesaid M. was seised of the Tenements afore-
 said

said with their Appurtenances, in her Demesne
 as of Free-Tenements, at the Will of the Lord,
 according to the Custom of the Manor aforesaid,
 in Time of Peace, in the Reign of the aforesaid,
&c. then taken and made to the Use, *&c.* of
 her the said *M.* and the Right cometh by Virtue
 of the Surrender aforesaid, according to the Cu-
 stom of the Manor aforesaid, to *J. J.* aforesaid,
 for that the said *J.* was seised of the Tenements
 aforesaid, with their Appurtenances in his De-
 mesne, as of Fee-tail, at the Will of the Lord,
 according to the Custom of the Manor aforesaid,
 by Virtue of the Surrender aforesaid, in Time of
 Peace, in the Reign, *&c.* then taken and made
 to the Use, *&c.* of him the said *J.* after the
 Death of the said *E.* (and that the said last men-
 tioned *J.* and *E.* are dead without Issue of their
 Bodies lawfully begotten) the Right cometh by Vir-
 tue of the said Surrender, according to the Custom
 of the said Manor, to the said *S. J.* who now
 claimeth, to wit, as Son and Heir of *C. J.* Bro-
 ther and Heir of the said *W. J.* and therefore
 brings this Suit.

See Custom, False Judgment.

Foster-land, Is so denominated from the
Saxon Word *forȝon*, *i. e.* to nurse or nourish with
 Food, as to bring Food or Victuals to the Lord's
 House for the Support of his Family, or to a Mo-
 nastery for the Feeding the Monks and domestick
 Officers and Servants. *Gurd. Hist.* 582. *Som.* 119
 and 213.

Frank-almoign, (*a*) (*Libera Eleemosyna*, Free
 Alms) Is the only Spiritual Service; and is where
 an Ecclesiastical Corporation, sole or aggregate,
 holdeth to them and their Successors, of some

(a) 1 Inst. 94. a. & b. Lit. 133.

Lord and his Heirs, in pure and perpetual *Alms*; perpetual supposes it to be a Fee-simple, though it may pass without the Word *Successors*. The Word *Frank* or *Free* distinguishes it from a Tenure by Divine Service; for (a) that is certain, and *Frank-almoign* is uncertain; tho' both now are reduced to a Certainty, according to the Form of our Liturgy. A Lay Person cannot hold in *Free Alms*, and when a Grant is in *Free Alms*, (b) no Mention is to be made of any Manner of Service, for it is free from any Temporal Service, and is of the highest Nature, because it is a Tenure by a Spiritual Service. (c) None can hold in *Frank-almoign*, but only by Prescription, or by Force of some Grant made before the Statutes of *Mortmain*, 7 Ed. 1. cap. 36. and *Quia emptores Terrarum*, Anno 18 Ed. 1. cap. 1. so that the Tenure cannot be created at this Day, to hold of a Founder and his Heirs in *Frank-almoign* or *Free Alms*. But the King is not restrained by the Statutes, nor a Subject, that is licensed or dispensed with by the King, to make such a Grant. [See 7 & 8 W. 3. cap. 37. by which the King himself may dispense with the Statutes of *Mortmain*,] For tho' the Alienation is prohibited, yet if all Parties consent in whose Favour the Prohibition is made, the Grant is good. And the (d) Reason, why a Grant in *Frank-almoign* since the Statute of *Quia emptores Terrarum* is void, except in Case of the King, is because none can hold in *Frank-almoign* but of the Donor; whereas that Statute obliges to hold of the chief Lord, by the same Service by which the Feoffor himself held. But the King (e) may grant

(a) 1 Inst. 95. a. & b. (b) Lit. 135. 1 Inst. 95. a. & b. 94. b. (c) Lit. 140. 98. b. 99. a. 5 Rep. 40. (d) Lit. 141. 1 Inst. 99. a. & b. (e) 1 Inst. 223. a.

away any Estate, and reserve the Tenure to himself.

If an Ecclesiastical Person holds by *Fealty* and certain Rent, the Lord at this Day may (a) confirm his Estate to hold to him, and his Successors in *Frank-almoign*, for the former Services are extinct, and nothing is reserv'd, but that he should hold of him, which he did before, so that this Change is not within the Statute of *Quia emptores Terrarum*.

A Tenure in *Frank-almoign* is incident to the (b) inheritable Blood of the Donor or Founder; except in Case of the King, who may grant in *Frank-almoign*, to hold of him and his Successors. And if those that hold their Tenements in *Frank-almoign* (c) fail to do such *Divine Service* as they ought, the Lord may complain of it according to the Course of the Ecclesiastical Law, to their Ordinary or Visitor, which is the King, if he is Founder, or a Subject if he was appointed Visitor upon the Foundation. And the Ordinary or Visitor ought to punish the Neglect according to the Ecclesiastical Laws. But for (d) *Divine Service* in certain (as to read Prayers every Friday, or to distribute Alms to poor Men, &c.) the Lord may distrain for it, because *Fealty* is incident to it.

Frank-Fee, During the Time that Lands in *Antient Demesne* are in the Hands of the King, they are *Frank-Fee*; but if the King grant that over to hold of the Manor again, it is *Antient Demesne* again. 21 Book of Ass. 13. Kitchen 193.

If Recovery or Fine be in the Common Bench, of Land in *Antient Demesne*, the Land is *Frank-Fee*, till it be defeated by the Lord by Writ of Disceit;

(a) Lit. §40. 1 Inst. 99. a. 506. b. (b) Lit. 133.
1 Inst. 95. b. (c) Lit. 136. 1 Inst. 96. a. (d) Lit. 137.
1 Inst. 96. b.

and when that is defeated, it is void to bind the Parties. 8 Ed. 4. fol. 6. See 3 H. 4. fol. 6. accordingly.

If the Tenant in *Antient Demesne* enfeoffs his Lord of the Manor, being common Persons, and not the King, the Lordship is *Frank-Fee* for ever. 9 H. 6. f. 24. B. 3 H. 4. fol. 16. the same.

Where the King gives Land in *Antient Demesne*, to hold in *Frank-almoign*, that is *Frank-Fee*. 6 H. 4. fol. 2.

Where a *Fine* is in the Common Bench, of Land in *Antient Demesne*, it is *Frank-Fee*; so that after, if a *Recovery* of that be in *Antient Demesne*, it is void, (*& coram non iudice*). 7 H. 4. fol. 3. B. 7 H. 4. fol. 29. the same.

If the King was once seised of Land in *Antient Demesne*, and lets that for Life, it is *Frank-Fee* for the Time. 11 H. 4. fol. 84.

Where Land in *Antient Demesne* is forfeited to the King by Attainder, and the King grants that over to another and his Heirs, now they are *Frank-Fee* for ever. 13 H. 4. fol. 7.

The Lessor by his Confirmation to his Tenant, may make the Land, in *Antient Demesne*, *Frank-Fee*; but if he confirm to hold by meaner Services, it is not *Frank-Fee*. 30 Edw. 3. fol. 16.

Where Land, in *Antient Demesne*, escheats to the Lord, for that the Tenant dies without Heir general or special, it is *Frank-Fee* for ever, for he holds them now of the Lord Paramount. 18 Ed. 3. fol. 19.

If the Tenant in *Antient Demesne* answers the Action in *Præcipe*, in the Common Bench, yet it is no *Frank-Fee* before Judgment given. 2 Ed. 3. fol. 26.

Fine at the Common Law, *Recovery*, or where he is in by the King's Charter, or by Feoffment of the

the Lord, these prove the Land *Frank-Fee*, and not *Antient Demesne*. *Fitz.h. fol. 13. C.*

If the *King* be seised of Land in *Antient Demesne*, this is *Frank-Fee*; but if the *King* demise it to another, the Land is *Antient Demesne* again, *17 Ed. 3. fol. 52.*

A Custom that Lands in *Antient Demesne* shall be equally divided between the Heirs Males; and there being a *Fine* levied of these Lands at Common Law, it was adjudged, that the Custom was gone; because by this *Fine* the Lands were changed from *Antient Demesne* to *Frank-Fee*; and the Custom did not run with the Lands simply as they were Lands, but as they were *Antient Demesne*; and this is not like a *Fine* levied of *Gavelkind* Lands, because there the Custom of Dividing runs with the Lands. *Dyer 72, &c.*

Frank-pledge. See **Leet-Court.**

Frank-Tenement, If a Lord of a Manor granteth a Copyhold in Fee, and then granteth the *Frank-Tenement*, or the Inheritance of this Copyhold to a Stranger; the Grantee, though no Lord of the Manor, nor able to keep any Court, shall take Benefit of *Forfeitures* made by the Copyholder; as if the Copyholder do make a Feoffment, Lease, Waste, deny the Rent, &c. *Co. Cop. Sect. 60.*

Free-Bench, The *Free-Bench* of a *Widow* is not so large as an Estate for Life, because she is to enjoy it only while she lives sole and chaste; therefore where a Custom was alledged, that a *Widow* of a Copyholder should enjoy her Husband's Copyhold Estate during her Life, and the Evidence to prove such Custom was, that she had a Title to her *Widow's* Estate; adjudged, This was not a sufficient Proof of the Custom, because it was of a less Estate than claimed by the Custom. *Dyer 192. Lyndsey against Dixon, 4 Rep. 29. Downs against Hopkins, Cro. Eliz. 323.*

The

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The Custom is, That the *Widow* shall enjoy her *Free-Bench*, as long as she lives chaste: Adjudged, that if she lives otherwise than chaste, and the Lord having no Notice of it, admits her to the Copyhold Estate, of which her Husband died seised, such *Admittance* shall bind the Lord. 4 Leon. p. 240. *Wheeler's Case*.

Upon a Special Verdict, the Case was; a Custom of a Manor was found to be, that if a Copyholder in Fee died seised, his *Feme* should hold it during her Life, as *Free-Bench*: The Lord infeoffs the Copyholder, who died seised; the Question was, Whether she shall hold it, &c. Adjudged she should not: But if the Lord had infeoffed a Stranger of that Land, yet the Land remain'd Copyhold, and the Custom is not taken away. Cro. Jac. 126. *Lathmer against Avery*.

See *Admittance*, *Emblement*, *Widow*.

Freehold, The Lord leaseth the *Freehold* of a Copyhold to J. S. this is good between J. S. and the Lord: But the Lord cannot reserve the Rent upon such Lease. 1 Keb. 15. *Gerrard's Case*.

The *Freehold* of a Copyhold granted to a Stranger, altho' the Tenement by this be divided from the Manor, and not demiseable by Copy again, yet the Grantee of the *Freehold* shall take Advantage of a *Forfeiture* committed after by the Copyholder, for he ought to pay his Rent to the Grantee; and the Copyholder as to *Forfeiture* of his Estate, remains in all Degrees as before the Severance thereof from the Manor. 1 Roll. Abr. 509. Cro. El. 499.

See *Copyhold*.

Freeholder, If a *Freeholder* ceaseth for the Space of two whole Years, to perform such Services, or to pay such Rents, as he is tied unto by his Tenure, and hath not upon his Land sufficient Goods or

or Chattels to be distrained, he *forfeiteth* his *Freehold*. Co. Cop. Sect. 27.

If any *Freeholder* infringeth any Condition whereunto he is tied, he *forfeiteth* his *Freehold*. *Ibid.*

See *Escheat*, *Mortmain*, *Relief*.

Furlong. See *Ferlingus*.

Furthoo. See *Grafton*.

Gasol, (a) Is a Word very obvious, to such as are any Thing vers'd in *Saxon* Monuments, but varied sometimes in the Dialect, viz. *gasol*, *gael*, *gasul*, and *gavel*, which *Verstegan* expounds *Tribute*, *Tax*, or *Custom*, to which Mr. *Somner* adds *Rent*. In the Latitude of the Word it comprehends besides, all *Censual*, or *Tributary Land*, as also what we call *Customary Land*, (in that Sense wherein Customs denote (b) *Services*) and so takes in all *Rent-Service-Land*, which with our *Saxon* Ancestors, who called the *Rent* or *Service* paid or done for such Land, *Land-gael*, and *Land-gasol*, was, by a Transposition of the Syllables, called and known by the Name of *gasol-land*; but to keep to our *Gasol*, within and under which Term and Notion, not only the Generality of *Rent*, and also *Customary* Payments or *Services*, was comprehended and comprized, simply; but what at this Day, by the Custom of some *Manors* are yielded by the *Tenants* to the *Lords* thereof; I shall treat of them under their particular Heads, for which see the *Table*.

Gasol-gylda, As *Rent* and *Service* in general was understood by *Gasol*, *Gavel*, &c. simply; so particular *Rents* and *Services* are denoted by an

(a) *Somner* 12, 13, 14, 15. (b) 2 *Inst.* 58.

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Application of it to Particulars; the Tenant that paid the one, and perform'd the other, was call'd of old *garol-gylba*, but more of late, *Gavel-man*, and in some Places *Gavelikendeyes*. *Somner* 33.

‘ **Game**, By **Stat.** 22 & 23 *Car. 2. cap. 25.*

‘ *Lords of Manors*, or other Royalties, not under
‘ the Degree of an Esquire, may, by Writing under
‘ their Hands and Seals, authorize one or more
‘ *Game-Keepers*, who may seize all Guns, Bows,
‘ Greyhounds, Setting-Dogs, Lurchers, or other
‘ Dogs to kill *Hares* or Conies; Ferrets, Tramels,
‘ Lowbells, Hays, or other Nets, Hare-Pipes,
‘ Snares, or other Engines for taking Conies,
‘ *Hares*, *Pheasants*, *Partridges*, or other *Game*,
‘ used within such Manors, by Persons prohibited
‘ by this Act to use the same. Such *Game-keepers*
‘ and others, by Warrant from a Justice of Peace,
‘ may search the Houses of such Persons so prohi-
‘ bited, as shall be suspected to keep such Guns,
‘ Bows, &c. and seize them for the Use of the
‘ *Lord of the Manor*, or otherwise destroy them.

‘ Persons not having Lands, or some other E-
‘ state of Inheritance in their own, or in their
‘ Wife's Right, of 100 *l. per Annum*, or for Life;
‘ or Lease for ninety-nine Years, of 150 *l. per An-*
‘ *num*, other than the Son and Heir of an Esquire,
‘ or other Person of higher Degree, and Owners
‘ and Keepers of Forests, Parks, Chases, or War-
‘ rens, stocked with Deer or Conies, in Respect of
‘ the said Forests, &c. are declared to be Persons
‘ not allowed to keep and use Guns, Bows, &c.

‘ **Stat.** 4 & 5 *W. & M. cap. 13.* If any Of-
‘ ficer or Soldier shall, without Leave of the Lord
‘ of the Manor under Hand and Seal, take or de-
‘ stroy any *Game*, and shall be convicted thereof
‘ upon Oath before a Justice of Peace, he shall for-
‘ feit, if an Officer, 5 *l.* to be distributed among
‘ the Poor of the Parish; and every Officer com-
‘ manding

‘ manding in Chief, shall forfeit for every such
 ‘ Offence committed by any *Soldier* under his
 ‘ Command 10 s. to be distributed as aforesaid;
 ‘ and for Default of Payment within two Days af-
 ‘ ter Conviction, and Demand thereof made by
 ‘ the Constable or Overseer of the Poor; the Offi-
 ‘ cer so refusing or neglecting is hereby declared to
 ‘ have forfeited his Commission; and the Commis-
 ‘ sion is hereby made null and void.

‘ Stat. 5 A. Sess. 2. cap. 14. If any Higler,
 ‘ Chapman, Carrier, Inn-keeper, Victualler, Ale-
 ‘ house-keeper, have in their Custody any *Phea-*
 ‘ *sant, Hare, Partridge, Moor, Heath-Game, or*
 ‘ *Growse, every such Higler, &c. (unless such*
 ‘ *Game in the Hands of such Carrier be sent by*
 ‘ *some Person qualified to kill the Game)* shall be
 ‘ carried before some Justice of the Peace where
 ‘ the Offence was committed; and upon View or
 ‘ Oath, shall forfeit for every *Hare, Pheasant, &c.*
 ‘ 5 l. Half to the Informer, and Half to the Poor
 ‘ of the Parish where the Offence was committed,
 ‘ to be levied by Distress, by Warrant of the Ju-
 ‘ stice before whom such Offender is committed;
 ‘ and for Want of Distress, to be committed to
 ‘ the House of Correction, for the first Offence for
 ‘ three Months without Bail, and for every other
 ‘ Offence four Months.

‘ The Justices within their respective Liberties,
 ‘ and the *Lords of Manors* within their respective
 ‘ *Manors*, may take away any such *Hare, Phea-*
 ‘ *sant, &c. or any other Game* from such Higler,
 ‘ &c. and Persons not qualified to kill the same,
 ‘ found in their Custody; and also take away such
 ‘ Dogs, Nets and Engines, to their own Use; and
 ‘ such *Lord of Manor* may, by Writing under his
 ‘ Hand and Seal, empower his *Game-keeper* to kill
 ‘ any *Game* whatsoever; but if such *Game-keeper*,
 ‘ under Colour of such Power to kill or take for
 ‘ the

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‘ the Use of such *Lord*, sell or dispose thereof,
‘ without the Consent or Knowledge of such
‘ *Lord*, and shall be convicted upon Complaint of
‘ such *Lord*, before such Justice of Peace, such
‘ *Game-keeper* shall be committed to the House of
‘ Correction three Months, and be kept to hard
‘ Labour.

‘ By Stat. 9 *Anna*, c. 25. the Stat. 5 *Anna*,
‘ cap. 14. is made perpetual; and after 1 *May*,
‘ 1711. no *Lord* of a *Manor* shall appoint more
‘ than one *Game-keeper* in one *Manor*, with Power
‘ to kill and destroy the *Game*; and his Name
‘ shall be entred with the Clerk of the Peace,
‘ without Fee, who shall give him a Certificate
‘ thereof, paying one Shilling; and if any *Game-*
‘ *keeper*, whose Name shall not be thus entred,
‘ or who is not otherwise by Law qualified to kill
‘ *Game*, shall kill any *Hare*, *Pheasant*, &c. or if
‘ any other Person, not being qualified in his own
‘ Right, shall sell or expose to sale any *Hare*,
‘ *Pheasant*, *Partridge*, *Moor*, *Heath-Game* or
‘ *Growse*, he shall for every Offence incur such For-
‘ feitures as are inflicted by the said Act on Hig-
‘ lers, Carriers, Innkeepers, &c. for buying or
‘ selling *Game*, such Forfeitures to be recovered
‘ in such Manner as prescribed by that Act.

Stat. 1. *Geo.* 1. cap. 3. ‘ If after the Fifth
‘ of *June*, 1715. any *Officer* or *Soldier* shall, with-
‘ out Leave of the *Lord* of the *Manor*, take or
‘ destroy any *Hare*, *Coney*, *Pheasant*, *Partridge*,
‘ *Pidgeon*, or other Sort of Fowls, Poultry or
‘ Fish, or his Majesty’s *Game* within *Great Bri-*
‘ *tain*, and on Complaint shall be convicted there-
‘ of, on the Oath of one or more Witnesses, be-
‘ fore any Justice of Peace, every *Officer* shall for
‘ every such Offence forfeit 5*l.* to the Poor
‘ of the Place, &c. and every Commander in
‘ Chief, for every such Offence committed by a
‘ *Soldier*

‘ Soldier under his Command, shall forfeit 20 s. to
 ‘ be distributed in Manner aforesaid; and if on
 ‘ such Conviction, and Demand made by the
 ‘ Constable or Overseers of the Poor, such Officer
 ‘ shall not in two Days pay the said respective
 ‘ Penalties, he shall forfeit his Commission, which
 ‘ is hereby declared to be null and void.

Stat. 3 Geo. 1. cap. 11. Sess. 1 & 2. ‘ Af-
 ‘ ter the Tenth of July, 1717. no Lord or Lady
 ‘ of a Manor shall appoint any Person to be a
 ‘ Game-keeper, with Power to take or kill any
 ‘ Hare, Pheasant, Partridge or other Game, un-
 ‘ less such Person be qualified so to do by the
 ‘ Laws of this Realm, or be truly a Servant to the
 ‘ said Lord or Lady, or be immediately employed to
 ‘ kill the Game for the sole Use of such Lord or
 ‘ Lady. And no Lord, &c. shall authorise any
 ‘ Person not qualified by Law, to keep or use
 ‘ any Greyhound, Setting-Dog, Hayes, Lurchers,
 ‘ Guns, Tunnels, or any other Engine to kill the
 ‘ Game. And any Person not being qualified by
 ‘ the Laws so to do, or not being truly a Servant
 ‘ of any Lord, &c. or not immediately employed
 ‘ to take or kill the Game for the sole Use and
 ‘ immediate Benefit of such Lord, &c. who un-
 ‘ der Pretence of any Deputation, &c. to him
 ‘ granted by any Lord, &c. shall take or kill
 ‘ any Game, or use any Greyhounds, &c. being
 ‘ convicted thereof, shall for every Offence in-
 ‘ cur such Forfeitures, &c. as are appointed to
 ‘ be inflicted by the Stat. of 5 A. Sess. 2. cap.
 ‘ 14. and 9 A. cap. 25.

‘ The said Stat. of 5 & 9 Ann. and all other
 ‘ Laws now in Force, for the better Preserva-
 ‘ tion of the Game; and all Things therein con-
 ‘ tained, not hereby altered, shall remain in full
 ‘ Force.

A Deputation from the Archbishop of Canterbury to his Game-keeper.

WILLIAM, by Divine Providence, Lord Archbishop of Canterbury, Primate of all England, and Metropolitan and Lord of the Manor or Royalty of Croyden, in the County of Surrey, by Virtue and in Pursuance of an Act of Parliament made at Westminster, in the Twenty-second and Twenty-third Years of his late Majesty's Reign, King Charles the Second, intituled An Act for the better Preservation of the Game, and for the securing Warrens not inclosed, and the several Fishing of this Realm, And of the Authority thereby, and by several subsequent Acts of Parliament since made for Preservation of the Game, given, under us as Lord of the said Manor or Royalty, We do by this Writing under our Hand and Seal, appoint, constitute and authorise William Stobbs of Croyden in the County of Surrey, Gent. to be Game-keeper within the said Manor or Royalty; and do hereby authorise the said William Stobbs to take and seise all such Guns, Bows, Greyhounds, Setting-Dogs, Lurchers, and other Dogs to kill Hares or Conies; Ferrets, Trammels, Low-bells, Hayes, or other Nets, Hare-pipes, Snares, or other Engines for the taking and killing of Fish, Conies, Hares, Pheasants, Partridge, or any other Game, within the Precincts of the said Manor or Royalty, that shall be used by any Person or Persons, who by the said Act are prohibited to keep or use the same: And to do all and every Act and Thing within the said Manor or Royalty, which by Virtue of the said Acts of Parliament we may authorise any Game-keeper to do for the Preservation of the Game; and we do hereby give and grant unto the said William Stobbs, full Liberty

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berly to hunt, take and kill Hares, Pheasants, Partridges, Quails and Fish for our Use, at all seasonable Times in the Year, within our said Manor and the Royalty of the same. And this Authority to continue only during our good Will and Pleasure. Given under our Hand and Seal this Twelfth of December, in the Year of our Lord God, according to the Computation of the Church of England, One thousand seven hundred and Sixteen.

Witness,

W. Cam?

Rowland Jones, Receiver General.

A Deputation from the Lord of a Manor
to his Game-keeper.

TO all, &c. I W. B. of, &c. Esq; Lord of the Manor of, &c. have hereby nominated, constituted and appointed T. T. &c. my lawful Game-keeper, of and for my said Manor of, &c. to look after and to preserve the Game there; and do allow him in my Name, to Hunt, Hawk, Fish and Fowl within my said Manor, and the Demesnes thereof, and all other proper Places thereto belonging, from Time to Time, during my free Will and Pleasure, according to the several Acts of Parliament in that Case made and provided. In witness, &c.

See Hares, Partridge, Pheasant.

Game-keeper. See Game.

Gates-hill, Co. Surrey, Robert de Gatton held this Manor by the Serjeanty of being Marshal of twelve Girls, which were to follow the Court of our Lord the King. Pla. Cor. 19 H. 3. Surrey, Blount 80. Quere, If now in Force?

Hamo

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Hamo de Gatton held that Manor by the same Serjeanty. *Ibid.* *Blount* 82.

Gavel-Bozd. See **Gavel-Timber.**

Gavel-Corn signifies a Rent paid in *Corn*. *Somner* 16, 17.

Gavel-Dung, a Service (like to that spoken of. *Lit. Sect.* 172.) To carry the Lord's *Dung* out of the Site of the Manor, unto the Land of his Lord, &c. *Somner* 21.

Gavel-Erth, a certain Tillage-Service due by the Tenant holding his Land upon Terms of plowing, &c. a certain Quantity (more or less) of his Lord's Demesnes, not always performed in Kind, but bought out and redeemed sometimes with Money. *Somner* 17, 18.

Gabelet is no Rent or Service, but betokeneth a Rent or Service with-held, denied or detained, causing the Forfeiture of the Tenements to the Lord. *Somner* 31.

Gavel-sother. See **Gavel-noht.**

Gavelikendeyes. See **Gafol-Gylða, Rent.**

Gavel-kind, *Sir Edward Coke* in his Notes on *Littleton*, *Sect.* 210. glosseth it thus; *Gave all kynd*; for (saith he) *this Custom giveth to all the Sons alike.*

Sir Henry Spelman in his *Glossary*, saith that it is term'd *Gavel-kind*, either as it were of *Right* belonging and given (intimated in the two first Syllables, *gafel* or *gafol*) to the *Issue*, *Children* or *Kynd*, (signified by the last, *cyn*, or *kynb*) or else secondly from *gaf-eal-cyn*, i. e. given to all the next in *Kindred*.

Verstegan saith, that it is corruptly termed *Gavel-kind*, for *Give all kind*, which after him is as much as to say, *Give each Child his Part.*

Lambard in his *Explication of Saxon Words*, prefixed to his *Archaion*, (Word *Terra ex Scripto*) is

clear for the Derivation of the Word from the Saxon *gife-eal-cyn* ; but afterwards in his *Perambul.* p. 528. he coupleth this Derivation with a Second ; and so at length is found to Share his Opinion of the Word's Original, between two Conjectures, grounded both upon the Nature of the Land ; the one in Point of Descent, the other of Rent and Services. In Reference to the former of which, he saith, *That therefore the Land was called either Gavel-kyn, Meaning, Give all kyn, because it was given to all the next in one Line of Kindred ; or Give all kynd, that is, to all the Male Children ; for Kynd, (saith he) in Dutch signifieth yet a Male Child ; and in Relation to the latter, he saith, that it is well known that as Knight-Service Land required the Presence of the Tenant in Warfare and Battle abroad ; so this Land (being of Socage Tenure) commanded his Attendance at the Plough, and other the Lord's Affairs of Husbandry at home ; the one by Manhood defending the Lord's Life and Person ; the other by Industry maintaining with Rent, Corn and Victuals, his Estate and Family. This Rent (as there he adds) and Customary Payment of Works, the Saxons called *gafol*, and therefore they named the Land that yielded it, *gafollette* or *gafolcyns*, that is to say, Land letten for Rent, or of the Kind to yield Rent, &c.*

Mr. Somner, p. 6. says, Whether the Name of *Gavel-kind* was at first imposed with, or in Respect to the Nature of the Land, in Point of Descent or not, is indeed the Matter in Question. The common Opinion affirms it, wherewith he joining Issue in the Negative, endeavours to refute it by a double Proposition ; one Negative, shewing that this is a wrong and mistaken, the other a positive or affirmative, declaring what is the right and genuine Construction of the Term ; there-

therefore I refer the curious Reader to Mr. Somner's Treatise of *Gavel-kind*, and proceed to shew the Consequence of this Custom.

Where Lands and Tenements are holden in *Gavel-kind*, where by the Custom and Use out of Mind of Man, the Issues Male ought equally to inherit, this Custom is allowable; because it standeth with some Reason; for every Son is as great a Gentleman as the eldest Son is, and perchance will grow to greater Honour and Valour, if he hath any Thing by his Ancestors; or otherwise peradventure he would not increase so much, &c. *Co. Lit. Sect. 210.*

And this is the general Custom extending to Sons; but yet by Custom, when one Brother dieth without Issue, all the other Brethren may inherit. *Co. Lit. p. 140. a.*

In *Gavelkind* the Wife shall have the Moiety of the Lands of her Husband, so long as she lives unmarried. And a Man shall be Tenant by the Curtesy, without having any Issue. *Co. Lit. p. 111. a.*

Prescription in *Gavel-kind* is not good; for the Person seised of Lands, &c. in *Gavel-kind*, must in his Declaration make mention of the Custom, (that is to say) that the Land is of the Custom of *Gavel-kind*. *Co. Lit. p. 175. b.*

See Gloucester, Parceners,

Gavel-man. See *Gafol-gylfa.*

Gavel-noht or *Gavel-forther*, Mr. Somner, p. 25. says the latter seems to expound the former, shewing both to import what at this Day is called *Rent-fodder*.

Gavel-ote, a certain Proportion of *Rent-Oats*, served in sometime in Kind, other while by Composition redeemed with Money. *Somner 21.*

See *South-malling.*

Gavel-refter. See *Gavel-Timber.*

Gavel-rip, a certain *Service* undergone by Tenants tied to reap their Lord's Corn, which if redeemed, or taken in Money, was usually term'd *Rip-Silver*. *Somner* 19.

Gavel-rod. See **Terring**.

Gavel-lesser, a certain Measure of *Rent-Ale*, charged upon the Stewards and Bailiffs of the Church of *Canterbury's* Manors in *Kent*. *Somner* 24.

Gavel-Swine, by an Inversion of the Syllables *Swine-Gavel*, a *wealdish Service*, signifying *Rent-Hogs*, or *Rent-Swine*, so called when paid in Kind; otherwise *Swine-Paneges* and *Swine-Money*, and the like, when namely they were redeemed with the *Peny*, or with *Money*, which was usually paid at *Paroc-time*. *Som.* 23.

See **Paroc**.

Gavel-Timber, certain *Rent-Timber* to be used in repairing the Lord's Mansion-house, or some Edifice appertaining thereto; by some it is called *Gavel-refier*, by others *Gavel-bord*. These *Rents* and *Services* were wont to be charged upon the *Wealdish* Tenants, *i. e.* such as occupied Wood-Lands in *Kent*. *Somner* 22.

Gavel-werk, a *Service* upon Tenants.

[See **Tunbridge**.]

Gavel-wood, sometimes written and called *Wood-lode*, *Wald-lode*, and otherwise, by an Inversion of the Syllables *Wood-gavel*, a Custom or *Service* incident to some Tenants, to carry home their Lord's Wood for him. *Somner* 23.

Geyg. See **Amphill**.

Gidding Magna, Co. *Huntington*, *John Engayne* held one Plough-Land in *Great-Gidding*, by the Serjeanty of hunting the Wolf, Fox and Cat, [or Martin] and to drive all other Vermine out of the King's Forests in that County. *Pla. Cor.*

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14 Ed. 1. Rot. 7. Dorso. Hunt. Great Gidding is now in the Possession of the Earl of Rockingham.

Gileston, Co. Glamorgan, Mr. James Allen paid 6 s. 8 d. Rent of *Ward* and *Castle-Gard* Silver to the Lord *Windsor*, for this Manor. From a MS. Survey taken 1666. in the Hands of the Author.

Gillingham, Co. Kent, In Ejectment the Defendant comes and saith, that the Tenements *in visu posita*, i. e. put in View, are held of J. N. as of his Manor of Gillingham, which Manor is *Antient Demesne* of the Crown, and Time out of Mind has been pleaded and pleadable in the Court of the said Manor, by the *Petit Writ* of *Right-Close*, &c. the Plaintiff replied, that it is true, the Tenements are held of the said Manor, as the Defendant hath pleaded; but that they are Copyhold, Parcel of the said Manor; and upon a Demurrer to the Replication, the Plaintiff had Judgment; for though his Replication is repugnant in setting forth that the Tenements are held of the Manor, as the Defendant had pleaded, which was *Antient Demesne*; and then to say that they are Copyhold, Parcel of the Manor; yet the Plea is ill, because of these Words *in visu posita*, i. e. put in View; for in Ejectment the Tenements are never put in View. 3 Lev. 305. *Smith* against *Frampton*.

Within this Manor the Custom is such, that the Port-Reeve is to be elected by the *Homage*. *Madox Firma Burgi*. 67.

Gimingham, Co. Norfolk, in this Manor the antient Custom of Tenure in *Socage*, is still kept up; the Tenant not paying his Rent in Money, but in so many Days work. *Camd. Brit.* 467.

Clapton, Co. Nottingham, Gervase de Glapton, John de Skerington and others, held half a Messuage and three Ox-gangs of Land by the Service of finding an Under-Bailiff, for the Fee of Peverell. Pla. Cor. de Ann. 3 Ed. 3. Rot. 6. in Dorso. Notting. Blount 72.

Glocester, By Stat. 17 Edw. 2. cap. 16.
 ' The King shall have the Goods of *Felons* attainted, and Fugitives, wheresoever they be found.
 ' And if they have Freehold, then it shall be forthwith taken into the King's Hands, and the King shall have all Profits of the same by one Year and one Day, and the Land shall be wasted and destroyed, the Houses, Woods and Gardens; and in all Manner of Things belonging to the same Land, (excepting Men of certain Places, privileged by the King therefor) and after our Lord the King hath had the Year, Day, and Waste, then the Land shall be restored to the chief Lord of the same Fee, unless that he Fine before with the King for the Year, the Day, and the Waste; nevertheless it is used in the County of *Glocester* by Custom, that after one Year and one Day, the Lands and Tenements of *Felons* shall revert and be restored to the next Heir, to whom it ought to have descended, if the *Felony* had not been done; and in *Kent* in *Gavelkind*, the Father to the Bough, and the Son to the Plow. There all Heirs Males shall divide their Inheritance, and likewise Women; but Women shall not make Partition with Men. And a Woman, after the Death of her Husband, shall be endowed of the Moiety. And if she commit Fornication in her Widowhood, or take an Husband after, she shall lose her *Dower*.

In *Glocestershire* there is in some Manors a Custom, that the Executors shall have the Profits for

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a Year; in some Sense they are good Customary Tenants. *Lex Cust.* p. 71.

Gower, Co. Glamorgan. The *Englishmen* and *Welshmen* of Gower, fined 50 Marks and 2 Hounds to the King, to be quit of entertaining the King's Serjeants at *Swansey-Castle*. *Mag. Rot.* 11 *Joh. Rot.* 16. b. *Tit. Glamorgan.* *Madox's Firma Burgi* 85.

Grafton, Co. Northampton, ' By *Stat.* 33
' *H. 8. cap.* 38. The King's Hundred of *Wimber-*
' *ley* and *Alfords-How*, and his Forests of *Whittle-*
' *wood* and *Sawcey*; and his Chases of *Tardley* and
' *Whaddon*, and all his Manors, Parks, Sites of
' Monasteries, Lands, Tenements, and Heredita-
' ments, lying within the Towns, Hamlets and
' Parishes of *Grafton*, *Hartwell*, *Ashton*, *Rood*,
' *Cortnall*, *Alderton*, *Stoke*, *Brewern*, *Shittle-Anger*,
' *Shoresley*, *Bliseworth*, *Milton*, *Mallefworth*, *Tif-*
' *feild*, *Pallisperry*, *Tossetour*, *Eiston*, *Hulcot*, *Ab-*
' *thorp*, *Foscot*, *Greins-Norton*, *Blackesley*, *Wooden*,
' *Colchigham*, *Grimscot*, *Graiton*, *Parsel*, *Escot*,
' *Asbcot*, *Dalescot*, *Bugbroke*, *Ruddistrip*, *Colling-*
' *thigh*, *Hardingston*, *Wdoron*, *Quinton*, *Slopton*,
' *Densanger*, *Tardly*, *Pottersperry*, *Furthoo*, *Cosgrove*,
' *Castle-Ashby*, *Wiken*, and *Delaprey* in the Coun-
' ty of *Northampton*; and in the Hamlets, Towns
' and Parishes of *Luffeild*, *Hansap*, *Castle-Thorp*,
' *Harsham*, *Shenley*, *Little Harwood*, *Snelfoo*, and
' *Little-Lidforth* in the County of *Buckingham*, and
' elsewhere, within the Realm of *England*, belong-
' ing or appertaining to any Manor or Hundred,
' lying or being in any of the Towns, or Parishes
' above-mentioned, shall be annex'd to the Manor
' of *Grafton*: And the same Manors, and other the
' Premises, shall be called perpetually the Honour
' of *Grafton*.

A *By-Law* was made in a Court-Lect held for the King in his Honor of *Grafton*, that every Per-
son

son within that Leet, who shall receive an *Inmate* in a House there, without giving Security to the Overseers of the Poor, &c. should pay 5 *l.* a Month, and that T. S. had received an *Inmate* into his House, &c. without giving any Security as aforesaid, &c. and that he was fined 20 *l.* which Fine was estreated into the Exchequer, and Process issued upon it; and now upon a Motion in the Court of Exchequer, *Hale* Chief Baron was of Opinion, that it was hard this Fine should be estreated before the usual Remedy had been taken, (*viz.*) to distrain for it, because by the Estreat, the Lands will be extended, when probably the Party might have something to plead by Way of Discharge, if a Distress had been taken; but now he will be deprived by this Means; for he might have pleaded, that he did not dwell within the Jurisdiction of the Leet, or that he did not receive any *Inmate* into his House; this being the Opinion of the Chief Baron, the Officers of the Court told him, that it was usual to estreat Fines which belonged to the King, but not otherwise; so the Party was ordered to plead. *Hardres* 471.

Grange, [*Grangia*] By this Word, not only a House or Edifice where Corn is stored up like as in Barns, but necessary Places for Husbandry, as Stables for Horses, &c. shall pass. *Co. Lit. p. 5. a.*

Granges. See **Wallingham**.

Grant, First of the Person of the *Grantor*; sometimes the *Lord* himself is *Grantor*; sometimes a *Copyholder*. In voluntary *Grants* made by the *Lord* himself, the Law neither respecteth the Quality of his Person, nor the Quantity of his Estate; for be he an *Infant*, and so through the Tenderness of his Age, insufficient to dispose of any Land at the Common Law, or *Non Compos mentis*, an *Idiot*, or a *Lunatick*; and so for Want of common Reason, unable to traffick in the World; or an

Outlaw

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Outlaw in any Personal Action, and so excluded from the Protection of the Law; or an *excommunicated* Person, &c. Notwithstanding these Infirmities and Disabilities, yet he is capable enough to make a voluntary *Grant* by Copy, for if a *Feme Seignioress* take *Baron*, and they Two join in a voluntary *Grant* by Copy, this shall ever bind the *Feme* and her Heirs, and yet she is not *sui juris*, [in her own Right] but *sub potestate viri*, [under the Power of her Husband] because the Custom of the Manor is the chief *Basis*, upon which stands the whole Fabrick of the Copyhold Estate; and therefore what Custom doth confirm to a *Copyholder*, the Law will ever allow, and never seek to avoid it, in Respect of any such Imperfection in the *Grantor's* Person, and the Quantity of the *Lord's* Estate is no more respected than the Qualities of his Person: For if his Interest be lawful, be his Estate never so great, or never so little, 'tis not material; for be it in Fee, or be it in Tail, or Dower, or as Tenant by Curtesy, for Life, or for Years, as Guardian, or as Tenant by *Statute*, or as Tenant by *Elegit*, or at Will; the least of these Estates, is a sufficient Warrant to the *Lord* to grant any Copyhold escheated unto him, for as long Time as the Custom doth allow, the antient Rents and Services being truly reserved; and these *Grants* shall ever bind them that have the Inheritance, or Frank-Tenement of the Manor; as well as Offices granted for Life, by the Chief Justice of the Common Pleas, whose Office is but at Will, shall ever conclude the succeeding Justice. The Reason of the Law is this: A Copyholder upon voluntary *Grants* made by Copy, doth not derive his Estate out of the *Lord's* Estate only, for then the *Copyholder's* Estate should cease, when the *Lord's* Interest derermineth, but the Life of the *Copyholder's* Estate is the Custom of the Manor;
and

+ and therefore whatsoever befalleth the Lord's Interest in his Manor, be it determined by the Course of Time, by Death, by Forfeiture, or other Means; yet if the Lord were *Legitimus Dominus pro Tempore*, [lawful Lord for the Time being] how small soever his Estate was, that is enough; for the same Custom that fixeth a Copyholder instantly in his Land upon his Admittance, will likewise preserve and protect his Interest to the End, in such Manner, that though the Lord's Interest faileth, yet his shall never fall to the Ground, being upheld by such a Pillar; unless perchance the Copyholder offer violence to his Founder in breaking the Custom. If the Lord granteth a Copyhold, and after doth sever this Copyhold from the Manor, by Granting the Inheritance to a Stranger, though now one of the chief Pillars of a Copyhold Estate is wanting, (*viz.*) to be Parcel of the Manor; yet because the Land, at the Time of the Copyholder's Admittance, had this necessary incident; this Severance, being a Matter *ex post facto*, [after the Thing done] cannot amount to the Destruction of the Copyhold, especially being the sole Act of the Lord himself. If a Manor be granted upon Condition, and before the Condition is broken, the Land is granted by Copy, then the Manor becomes forfeited, and the Feoffor entreth; yet the Copyhold Estate remaineth untouched, because lawfully established by Custom, and yet all mean Estates and Charges whatsoever, granted by the Feoffee at the Common Law, were voidable upon the Entry of the Feoffor; for we have a Ground in Law, that when an Entry is made for Breach of a Condition, the Party is in all Intents and Purposes, in the same Plight that he was in at the Time of making of the Estate. If a Man seised of a Manor in Fee dieth seised, having Issue, a Daughter; and his Wife being *Privement*

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ment enseint with a Son, and the Daughter granteth Lands by Copy, this Grant shall stand good against the Son; for the Daughter was *Legitima Domina pro tempore*. So if the Feoffee of a Manor, upon Condition to infeoff a Stranger, the next Day maketh a voluntary Grant by Copy, this shall bind, and yet his Interest was to have but small Continuance. If a Manor be granted with a Feme in Frank-marriage, and there is a Divorce had, *causa pracontractus*, [by Reason of a former Contract] so that now the Interest of the Manor is granted to the Feme only, and by Relation, the Marriage is void, *ab initio*, [from the Beginning] yet because the Baron was *Legitimus Dominus pro tempore*, any Copyholder's Estates granted, before the Divorce, remain good. So if a Man espouseth a Feme Seignioress, under the Age of Consent; and after, she doth disagree, though the Marriage by Relation was void, *ab initio*, yet Copyholds granted before Disagreement, shall never be avoided, for the Reason above-mention'd. Co. Cop. Sect.

34.

If the Lord of a Manor committeth Felony or Murder, and Process of Outlawry be awarded against him; after the Exigent he granteth Copyhold Estates, according to the Custom, and then is attainted, these Grants are authentical, though by Relation, the Manor was forfeited, from the Time of the Exigent awarded. So if the Lord had been attainted by Verdict, or Confession; any Grant by Copy, after the Felony or Murder committed, shall stand good, notwithstanding the Relation. If the Lord of a Manor acknowledge a Statute, and then granteth Lands by Copy; and after the Manor is delivered to the Cognisee in Extent; the Grant cannot by this be impeached. And if the Lord of a Manor taketh a Wife, and after maketh Copyhold Estates, according to the Custom,

Custom, and dieth, though the *Feme* hath this Manor assigned unto her for her Dower, yet cannot she avoid these Copyhold Estates, because the *Copyholders* are in by a Title Paramount to the Title of the *Feme*, (*viz.*) by Custom; but peradventure, if the Heir, after the Death of his Ancestor, before the Assignment made unto the *Feme* for her Dower, had granted Lands by Copy, the *Feme* might avoid these Grants, because instantly upon the Death of the *Baron* her Title received its Perfection, and nothing more was wanting to the Confirmation of her Interest: But though the Quantity of the *Lord's* Estate in the Manor be not respected, yet the Quantity of his Estate in the *Copyhold* is regarded. For if a *Copyholder* in Fee surrender to the Use of the *Lord* for Life, the Remainder over to a Stranger, or reserveth the Reversion to himself, if the *Lord* will grant this by Copy in Fee, whatsoever Estate the *Lord* hath in his Manor; yet having but an Estate for Life in the *Copyhold*, no larger Estate shall pass, than he himself hath; and it may be further observ'd, that sometimes the Law respecteth the Quantity of the *Lord's* Estate in the Manor; for what Acts soever are not confirmed by Custom, but only strengthened by the Power, Authority, and Interest of the *Lord*, have no longer Continuance, than the *Lord's* Estate continueth; and therefore it is held, that if a Tenant for Life of a Manor, granteth a *Licence* to a *Copyholder* to alien, and dieth, the *Licence* is destroyed, and the Power of Alienation ceaseth: As for the Quality of the *Lord's* Estate in the Manor, that is much more now respected, than either the Quality of his Estate, or the Quality of his Person; for if the *Lord*, or he whosoever it be, that maketh a voluntary Grant by Copy, hath no lawful Interest in the Manor, but only an usurped Title, his Grant shall never so bind the right Owner; but that

that upon his Entry he may avoid them; otherwise we should make Custom an Agent in a Wrong, which the Law will never suffer. *Ibid.*

If a Disseisor of a Manor dieth seised, notwithstanding his Heir come in by ordinary Course of Descent, yet because the *Tort* [Wrong] commenced by his Ancestor, is still inherent to his Estate; if any Copyhold Estate be granted by the Heir, it may be avoided by the Disseisee immediately upon his Recovery, or upon his Entry; and so if the Disseisor infeoff a Stranger of the Manor; notwithstanding the *Feoffee* come in by Title, yet no *Grant* made by him of Copyhold-Land, shall ever bind the Disseisee, no more than a *Grant* made by the Disseisor himself. *Ibid.*

If a Tenant in Tail of a Manor discontinueth and dieth; and after the Discontinuance granteth Copyhold Estates, the Heir recovering in a *Formedon in the Descender*, may avoid these *Grants*; for though the Discontinuee come in under a just Title, yet his Interest being determined by the Death of the Tenant in Tail, the Continuance of the Possession is a *Tort* to the Heir; and Acts done by *Tort-Feasors* [Possessors by Wrong] tending to the Disinheritance of the right Owners, Custom will never so strengthen, but that they may be annihilated. So if a Man seised of a Manor in Right of his Wife, alieneth this Manor and dieth, any *Grant* made of Copyhold Estates, after his Death may be avoided by the *Feme*, upon her Entry, or her Recovery, in a *Cui in vita*. *Co. Cop. Sect. 34.*

If a Manor be granted, *pur autre Vie*, [during the Life of another] and *Cestuy que vie* [He whose Life was in] dieth, and the Grantee continueth in the Manor, and maketh *Grants* by Copy, these shall not bind the Grantor of the Manor; for immediately upon the Death of *Cestuy que vie*, the Grantee was but a Tenant at Sufferance, and had
no

no Manner of lawful Interest, and a Writ of Entry, *ad Terminum qui prateriit*, lieth against him. *Ibid.*

And so if a Tenant for Life of a Manor maketh a Lease for Years of the same Manor, and dieth, Copyhold Estates granted by the Lessee, after the Death of the Tenant for Life, are voidable by the first Lessor. *Co. Cop. Sect. 34.*

If a Lessee for Years of a Manor granteth a Copyhold in Reversion, and before the Reversion eschue, the Term is expired, the Grant is void; and so if the Lessee surrendereth his Term, and then before his Lease should have ended in Point of Limitation, the Reversion falleth, yet the Grantee shall not have it. *Ibid.*

If a Lease be made for Years of a Manor, the Lease to be void upon the Breach of a certain Condition, if the Condition be broken, and afterwards the Lessee, before the Entry of the Lessor, granteth Estates by Copy, these Grants shall never exclude the Lessor: For presently upon the Breach of the Condition, the Lease is void; but had the Manor been granted for Life, in Tail, or in Fee, the Law would have fallen out otherwise, for before Entry, the Frank-Tenement had not been avoided, and wheresoever a Man may enter and avoid any Estate of Frank-Tenement, upon the Breach of a Condition, the Law adjudgeth nothing to be in him before Entry, and he may waive the Advantage which he might take by the Breach of the Condition if he will; and therefore notwithstanding the Accruer of the Title of the Grantor; yet before this Title be executed by Entry, the Grantee had such a lawful Interest, that what Estate soever he granteth by Copy in the Interim shall stand good against the Grantor. And so if an Infant infeoff one of a Manor, though he may enter upon him at his Pleasure, yet Grants made by him by Copy before his Entry,

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Entry, shall never be defeated by any subsequent Entry. *Co. Cop. Sect. 34.*

Thus much of *Grants* made by the *Lords* themselves. In *Grants* made by *Copyholders*, as the Law respecteth the Quality of the *Copyholder's* Estate, so doth it respect both the Quality of the Person, and Quantity of his Estate. *Ibid.*

The Quality of Person ; for whosoever is incapable of disposing of Land at Common Law, cannot without special Custom pass away any Copyhold. The Quantity of his Estate ; for no *Copyholder* can possibly pass away more than is in him ; and therefore, if there be *Joint-Tenants* of a Copyhold, one cannot alien the Whole. But if there be two *Joint-Tenants* of a Manor, and a Copyhold escheateth, one of them may grant this Copyhold, and his Companion shall never avoid any Part of it. *Ibid.*

If the *Lord* of a Manor granteth a Copyhold for Life, where an Estate in Fee is warrantable, and the same *Grantee* surrenders in Fee, to the Use of a Stranger ; and the *Lord* admits him, *secundum officium Sursumrestitutionis* ; [according to the Intent of the Surrender], no Fee passeth ; for though the *Lord's* Admittance may *prima facie*, [at first View] seem to amount to a Confirmation of the Estate surrendered ; the Reversion resteth in him to dispose of, according to the Custom ; as where a *Lessee* for Years, at the Common Law, maketh a Feoffment in Fee, and maketh a Letter of Attorney to his *Lessor*, to deliver Livery and Seisin, who executeth it accordingly, though the *Lessor* be used as an Instrument to perform the Will of the *Lessee* ; yet this being his voluntary Act, the Law taketh it as a Consent for the passing away of the whole Inheritance ; but by looking narrowly into both Cases, you shall find the Difference ; in the latter Case, by the Feoffment, the Fee is divested out of

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the

the *Lessor*; and therefore a Consent will serve to transfer the Reversion; but in the former Case, the Reversion is not pluck'd out of the *Lord* by the Surrender; and therefore an implied Consent is too weak to remove it. *Co. Cop. Sect. 34.*

The same Persons that are capable of a *Grant* by the Common Law, are capable of a *Grant* by Copy, according to the Custom of the Manor. *Co. Cop. Sect. 35.*

X An *Infant*, a Man *Non sane memoria*, an *Idiot*, a *Lunatick*, an *Outlaw*, or an *Excommunicate*, may be *Grantees* of a Copyhold Estate. *Co. Cop. Sect. 35.*

And in Customary *Grants* upon Surrenders, the Law is not so strict, as in *Grants* at the Common Law, for in *Grants* at the Common Law, if the *Grantee* be not *in rerum natura* [in the Nature of Things], and able to take by Virtue of the *Grant*, presently upon the *Grant* made, it is meerly void. But in Customary *Grants* upon Surrenders, the Law is otherwise: For though at the Time of the Surrender, the *Grantee* is not *in esse* [in Being], or not capable of a Surrender, yet if he be *in esse*, and capable at the Time of the Admittance, that is sufficient; and therefore, if I Surrender to the Use of him that shall be Heir to *J. S.* or to the Use of *J. S.*'s next Child, or to the Use of *J. S.*'s next Wife; though at the Time of the Surrender *J. S.* had no Heir, Child, or Wife: Yet if afterwards he hath a Child, or taketh a Wife; his Heir, his Child, or his Wife, may come into the Court, and compel the *Lord* to admit according to the Surrender. So if I surrender to the Use of him that shall come next into *St. Paul's Church*, after such an Hour, whose Fortune soever it is to come first, the *Lord* must admit him, and I shall never avoid it. *Ibid.*

X The same Law is, if I surrender to the Use of him that *J. S.* shall nominate, or that I my self shall

shall nominate to the Lord at the next Meeting; the Reason of the Law is this; a Surrender is a Thing executory, which is executed by the subsequent Admittance, and nothing at all is invested in the Grantee, before the Lord hath admitted him according to the Surrender; and therefore if at the Time of the Admittance the Grantee be *in rerum natura*, and able to take, that will serve. *Ibid.*

Besides, in Customary Grants the Intent of the Grantor is more respected than it should be by the strict Rules of the Law, which appeareth by this, that if a Surrender be made of a Copyhold to the Use of a Last Will, and the Surrenderer deviseth it unto Two, the one is admitted according to the Purport of the Will, this shall inure to both; but though the Surrender be a Thing executory, and the Intent of the Grantor so much favoured; yet if a Copyholder will surrender to the Use of the right Heirs of J. S. he being alive, this is void, because it cannot take effect according to the Intent of the Grantor; for he would have the Grant to be executed presently, which cannot be in regard that J. S. can have no Heir till after his Death. So much of the Grantee. *Ibid.*

Things that lie not in Tenure, are not grantable by Copy, as Rents, Bailiwicks, Stewardships, Common in Gross, Advowsons in Gross, and such like. All which are incorporate Hereditaments, and therefore no Rent can issue out of them; neither can they be held by any Manner of Service, but an Advowson appendant, a Common appendant, or a Fair appendant, may pass by Copy, by Reason of the Principal Thing to which they are appendant; and generally what Things soever are Parcel of the Manor, and are of Perpetuity, may be granted by Copy, according to the Custom; as Underwoods growing upon the Manor, being Things of Continuance, (for after they are cut

they will grow again,) may well be granted by Copy; and so of Herbage or any other Profit of the Manor; and sometime by the *Grant* of a Copyhold, Things shall pass that are severed from the Manor. As if the Lord of a Manor, grant his Manor for Years, *exceptis Boscis & Subboscis* [Woods and Underwoods] growing in certain Copyhold Ground, and the Lessee by his Steward granteth a Copyhold, within which Manor there is a Custom that every Copyholder may take within his Copyhold, Woods and Underwoods, growing upon the Ground for his necessary Fuel, notwithstanding this Exception in the Lease of the Manor, the Copyholder may cut down Woods and Underwoods, according to the Custom, though by Exception severed from the Manor; for though the Lessee of the Manor, in Respect of the Exception, could not meddle with the Woods or Underwoods, and so it might seem, *prima facie*, very probable, that the Copyholder, coming in by the voluntary Admittance of the Lessee, should have no more Authority nor Interest than the Lessee himself had; yet because the Copyholder was once in by Custom, and so his Title being grounded upon Custom is paramount to the Exception; therefore, the Exception in the Lease of the Manor, though preceding that Grant of the Copyhold, cannot any Way touch or prejudice the Copyholder. And so, if there be a Custom, within a Manor, that Copyholders have used to have Common in the Wastes of the Lord, and the Lord granteth away his Wastes, and after granteth a Copyhold, the Copyholder shall have Common; but in alledging the Custom, he shall not say, *Quod infra Maner. prad. talis habetur consuetudo*, [that within the said Manor there is such a Custom] but that till such a Time, (*viz.*) before the Severance, *talis habebatur & toto Tempore, &c. Consuetudo*, [there hath been held such a Custom, and

and from the Time of which there is, &c.] and then shew the Severance. If there be an Uncertainty in the Things granted, the Grant is not therefore insufficient; for by the Election of him that is the first Agent, it may be made certain. *Co. Cop. Sect. 42.*

As if I grant by Copy, twenty Loads of Hasel, or twenty Loads of Maple, in the Disjunctive, to be cut down, and taken by the Grantee in my Manor of Dale, there the Grantee hath Election to make choice of which he pleaseth, because he is to perform the first Act of Cutting down, and taking them; but if I am to cut them down, and deliver them to the Grantee, then have I the Election; and this Difference touching this Point of Law, ought to be well observ'd. *Co. Cop. Sect. 42.*

If a Grant be made in the Disjunctive of two annual Things, and Things of Continuance; if the Election belong to the Grantor, and he faileth at the Day to make Election, yet his Election is not determined, but continueth the same after the Day, that it was before the Day; but otherwise it is where Things are not annual, but are to be performed *unica vice tantum*, [for once only].

Therefore if the Lord of a Manor granteth by Copy, twenty Trees growing upon Black-acre, or White-acre, to be cut down yearly by himself, and to be delivered to the Grantee at such a Day, though the Grantor fail at his Day to make his Election, yet his Election is not gone, because the Things granted are annual; but had these Trees been to be delivered to the Grantee once only, and not yearly, then by the Failure of the Grantor at the Day, the Election is devolved to the Grantee. *Ibid.*

When the Lord of a Manor having many antient Copyholds in one Town granteth the Inheritance of all the Copyholds to another; the Grantee may hold Court for the Copyhold Tenements, and take

Surrenders to the Use of others, and make Admittances and Grants: For although it is not a Manor in Law, because it wanteth free Tenants, yet as to the Copyhold Tenements, the Feoffee or Grantee of such Manor may hold a Court to make Admittances and Grants of the Copyholds. 4 Rep. p. 26. Melwich and Luter.

Neither for *Infancy, Non sane memoria, Coverture*, nor other such Disabilities, neither in Respect of Exility, Baseness, or Incertainty of the Interests or Estates of the Lords, (as at Will, or upon Condition, &c.) the Grants by Copy shall be avoided, because they claim in by Force of a good and antient Custom, which hath no Disability of Person, or Defect of a perfect Interest. 8 Rep. p. 63. Swayne's Case.

Form of a Surrender and New Grant.

TO this Court came W. S. who held of the Lord of the Manor aforesaid, in Right of E. his Wife, for Term of her Life, according to the Custom of the said Manor, by Copy of Court-Roll, bearing Date, &c. one Messuage and Turf-Lot, with the Appurtenances, lying in H. within the Manor aforesaid; together with all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand of them, the said W. S. and E. his Wife, (the said E. being first secretly examined,) and in the aforesaid full Court, they have surrendered into the Hands of the Lord of the Manor aforesaid, to the Intent the said Lord may do therewith his Will; whereupon there is due to the Lord a Heriot, which is included in the Fine following: Whereupon cometh G. S. Son of the aforesaid W. S. and doth take of the said Lord in full Court, the aforesaid Messuage and Turf-Lot, with the Appurtenances, To have and to hold the aforesaid Messuage and Turf-Lot, with all and singular the Appurtenances,

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purtenances, unto the aforesaid G. S. and E. S. and A. S. Brother and Sister of the said G. S. for Term of their Lives, and the Life of either of them longest living, successively, according to the Custom of the said Manor; by the yearly Rent of twelve Shillings, one Cock and two Hens; and by all other Rents, Customs, Suits and Services, therefor due and of Right accustomed, and for such Estate so had in the Premises, as aforesaid, the said G. S. doth give unto the said Lord for a Fine cxx l. in Hand paid: And so the aforesaid G. S. is admitted Tenant, and his Fealty is respited, because he is within Age.

A Grant of a yearly Rent to a Man and his Heirs for ever.

THIS Indenture, (&c.) witnesseth, That the said H. B. for and in Consideration of, &c. hath given and granted, and by these Presents doth for himself and his Heirs freely and absolutely give and grant unto the said G. D. one yearly Rent or Sum of, (&c.) of lawful (&c.) issuing and going out of all that Messuage or Tenement, with the Appurtenances in E. aforesaid, in the said County of G. commonly called or known by the Name of (&c.) and out of those Lands, Tenements and Hereditaments in E. aforesaid, known, reputed, or taken as Part or Parcel of the said Tenement, or so demised or occupied, to or with the same; and issuing and going forth out of all those his other Lands, Tenements and Hereditaments in E. aforesaid; To have and to hold, possess and enjoy the said yearly Rent of (&c.) unto the said G. D. his Heirs and Assigns for ever, to the Use and Behoof of the said G. D. his Heirs and Assigns for ever, to be paid at or in the now Dwelling-house of the said G. D. in E. aforesaid, at or upon the twenty-fourth Day of June, and the twenty-fifth Day of December yearly, by

even and equal Portions; the first Payment thereof to begin at the first of the said Days that shall happen next after the Date of these Presents. And the said H. B. doth covenant and grant for himself, his Heirs, Executors and Administrators, that if it shall happen that the said yearly Rent of (&c.) or any Part thereof be behind and unpaid by the Space of twenty Days next after the said Days, whereat and wherein the same ought to be paid, as aforesaid, that then and from thenceforth, and so often, it shall and may be lawful to and for the said G. D. his Heirs and Assigns into the said Messuages and Premises, and every and any Part thereof to enter, and there to distrain as well for the said Rent so being behind, as also for two Shillings and six Pence of lawful, &c. to be forfeited in the Name of a Pain, for every Day wherein the said Rent shall be behind or unpaid, after the said twenty Days next after either of the said Days or Times of Payment: And the Distress or Distresses then and there taken and found, to lead, drive, chase, and carry away, and the same to detain and keep, until such Time and Times as the said yearly Rent and Sum of Money so to be forfeited in the Name of a Pain, together with the Arrearages thereof, if any shall be, shall be fully satisfied and paid, &c. and the said H. B. doth, &c. covenant, &c. to and with the said G. D. his Heirs and Assigns, in Manner and Form following; that is to say, That the said H. B. for and notwithstanding any Act or Thing done or committed by the said H. B. to the contrary, now hath full Power and lawful Authority to charge the said Messuage and Premises, and every Part thereof, with the said yearly Rent and Sum in the Name of a Pain, as aforesaid, and that the said Messuages and Premises, and every Part thereof, notwithstanding any such Act as aforesaid, shall be and remain for ever hereafter, sufficiently overt and liable to
and

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and for the Distress of the said G. D. his Heirs and Assigns, for the said Rent and Pain, and all Arrearages thereof, according to the true Intent and Meaning of these Presents. In Witness, &c.

Form of a Grant at an Audit.

The Manor }
of, &c. }

At the Audit held at
M. O&. 6. 1734.

GRanted then to D. E. of N. in the County of W. Gent. All those two Parcels of Lands called A. and B. containing by Estimation Two hundred Acres, be the same more or less, situate, lying and being in N. in the Parish of M. in the said County of W. abutted and bounded by the Lands of H. A. on the East Part, a Brook called S. on the West Part, the waste Ground called R. on the South Part, and the Highway on the North Side thereof, and now in the Tenure or Occupation of F. G. his Under-tenants or Assigns, To have and to hold, all and singular the said Premises unto the said D. E. his Executors, Administrators and Assigns, for and during the Term of ninety-nine Tears, now next ensuing, fully to be compleated and ended, if H. E. E. E. and W. E. his Sons, any or either of them shall so long live; upon Surrender of an Estate now in Being, and divers Tears yet to come, determinable on the Deaths of H. E. A. his Wife, G. his Son, under the yearly Rent of vijl. xiijs. iiij d. Four Capons, and an Heriot of the best Beast, or iiij l. in Lieu thereof: And for the Fine as in the Margin.

l.
LX.

H. Y. }
W. B. } Auditors.
J. C. }

See

See Charges, Conveyance, Copy, Demesne, Feoffee, Heir, Steward, Suspend, Trecoan.

Graba, In old Deeds signifieth a little Wood.
Co. Lit. p. 4. b.

Graystock. See Dalemayn.

Greenwich East. See Stapleherst.

Greins-norton. See Grafton.

Grenocle, Co. Sussex, Matthew de Hastings held this Manor by the following Tenure, That he should find at the Haven of Hastings an Oar, whenever the King would cross the Sea. Camden's Brit. p. 210. Qu. Whether this is within the Tenure of Voyage-Royal, abolish'd by Stat. 12 Car. 2. cap. 24.

Grimscott. See Grafton.

Guardian, In the Case of Clench and Cudmore, (Lutwyche's Rep. fol. 1187.) these Points were debated by the Counsel for the Plaintiff, viz. Whether a Lord of a Manor might *de Jure* [of Right] grant the Guardianship of an Infant Copyholder in Fee, without a particular Custom to enable him so to do; and it was insisted that he could not; that it was the Lord Chief Justice Hobart's Opinion, (See Hobart's Rep. p. 215.) he had no such Power in the Case of a Lunatick; and as to this Matter there was no Difference between a Lunatick and an Infant; and 'tis resolved in Hutton 16 & 17, that in neither of these Cases, the Lord had any Power to grant the Custody or Guardianship. Then it was objected, that the Custom was not well pleaded; for it was, *quod secundum consuetudinem, &c.* [that according to the Custom, &c.] it should have been, *quod infra Manerium prædictum talis habetur consuetudo, &c.* [that within the Manor aforesaid there is held such a Custom] for the other is no positive Allegation of the Custom; and so it was held in Cro. Eliz. 185. De-

rede

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rede against *Ratcliffe*, and *Litch* 134. *Morgan* against *Moor*. Besides, it was insisted for the Plaintiff, that the Cognizance was ill, for it was as *Bailiff* to the *Infants*, and also to their *Guardian*, when it ought to have been as *Bailiff* to the *Guardian*, because an *Infant* cannot choose a *Bailiff*.

But Judgment was given for the Defendant, (*viz.*) That the Lord of a Manor had not Power by the Common Law to grant the *Guardianship* of an *Infant-Copyholder* to another without a particular Custom for that Purpose; and that in this Case such a Custom was well set forth, and that the Statute 12 Car. 2. did not destroy the Validity of the Custom, or extend to Copyhold Estates, as to this Particular; for if it did, it would make an Alteration of the Custom, which might be prejudicial to the Lord of the Manor.

A *Guardian* in Socage did in his own Name admit a Copyholder in Remainder for Life, and that Admittance was adjudged good, because such *Guardian* had a lawful Interest in the Estate. *Godb.* 143. *Sapland* against *Ridler*.

The Father being seised of Copyhold Lands, devised the *Guardianship* of his Son to one, and the Lord of the Manor granted it to another, and in Replevin he pleaded that *pro eo quod* [in Regard that] it belong'd to him, *secundum Consuetudinem Manerii de B.* to assign *Guardians* to *Infants* Copyholders of the said Manor; he did assign *M. B.* to be *Guardian* to such an *Infant* Copyholder, &c. and at a Court, &c. held on such a Day, he did admit her *Guardian*, and afterwards admitted the *Infant*, &c. it was held that this Plea was ill, because the Defendant did not positively set forth that there was such a Custom within that Manor for the Lord to assign *Guardians*, &c. It should have been, that *infra Manerium prædictum talis habetur*

habetur Consuetudo, and then he should have set forth the Custom. It had been good likewise, if he had pleaded *eo quod* it belong'd to him to assign Guardians, &c. & a *Tempore cujus contrarii Memoria Hominum non existit*, &c. [from the Time whereof there is no Memory of Man to the contrary, &c.] See *Cro. Eliz.* 185. *Latch* 138. *Allen* 68.

If a Guardian of a Copyholder committeth Waste, he shall forfeit the Wardship only, not the Inheritance of the Copyhold. *Co. Cop. Sect.* 59.

Form of Admittance by a Guardian.

TO this Court, it is presented by the Jury of Homage, That Thomas Ashby, a Customary Tenant of this Manor, since the last Court, to wit, the third Day of March, &c. surrender'd into the Hands of the Lord of this Manor by the Hands and Acceptance of Faber Ascob and William Cook, two like Customary Tenants of the said Manor, all that, &c. [reciting the Surrender] to the Use and Behoof of Jacob Truby, his Heirs and Assigns for ever, according to the Custom of this Manor: Now to this Court came the aforesaid Jacob Truby, and by William Moor, his Guardian, pray'd to be admitted Tenant to the Premises aforesaid, to whom the Lord of the Manor aforesaid, by his Steward aforesaid, did grant Seisin by his Guardian aforesaid, and deliver'd Seisin thereof, &c. but Fealty is respited until, &c.

See Copyhold, Copyholder, Infant.

Guildford, Co. Surrey. Near Rye in the Parish of East Guildford is a peculiar Way of Tithing their Marsh Lands, whereby they pay only 3 d. an Acre to the Rector, while in Pasture, but if ploughed 5 s. *Camd. Brit.* 212.

Habendum, or Consequence of Deeds, the Office of which is to name again the *Fee*, and to limit the Certainty of the Estate; and it may, and doth sometime qualify the general Implication of the Estate, which by Construction and Intendment of Law, passeth in the Premises, and the Premises may be enlarged by the *Habendum*, but not abridg'd; (but if any thing more be put down in the Premises, than is in the Grant, it will not pass). *Noy's Maxims*, p. 54, 145.

The Lord of the Manor admitted *T. S. habendum* to him and his Wife in Tail, Remainder over. Adjudged this was a good Admittance of the Wife, though she was not named in the Premises, but only in the *Habendum*; this being in the Case of a Copyhold; but it is not so in *Feoffment*. *Popham* 125. *Brook's Case*.

Halifax, Co. York, hath by Custom a peculiar Method of Proceeding against Felons, which is as follows. When a Felon is taken within the Liberty, with Goods stoln out of the Liberties or Precincts of the Forest of *Hardwick*, he should after three Markers or Meeting-Days within the Town of *Halifax*, next after his Apprehension, be taken to the Gibbet there, and have his Head cut off from his Body; but then the Fact was to be certain; for he must either be taken *Hand-habend*, i. e. having his Hand in, or being in the very Act of Stealing; or *Back-berond*, i. e. having the Thing stoln either upon his Back or somewhere about him, without giving any probable Account how he came by it; or lastly, *confessond*, i. e. owning that he stole the Thing for which he was accused. The Cause therefore must be only Theft, and that Manner of Theft only which is called *furtum manifestum*, or notorious Theft, grounded upon some of the aforesaid Evidences.

The

The Value of the Thing stoln must likewise amount to above 13 *d. ob.* for if the Value was found only so much, and no more; by this Custom he should not die for it. He was first brought before the Bailiff of *Halifax*, who presently summon'd the Frithborgers within the several Towns of the Forest, and being found Guilty, within a Week, he was brought to the Scaffold. The Ax was drawn up by a Pulley, and fastned with a Pin to the Side of the Scaffold. If it was an Horse, an Ox, or any other Creature that was stoln, it was brought along with him to the Place of Execution, and fastned to the Cord by a Pin that stayed the Block. So that when the Time of Execution came, (which was known by the Jurors holding up one of their Hands) the Bailiff or his Servant whipping the Beast, the Pin was plucked out, and Execution done. But if it was not done by a Beast, then the Bailiff or his Servant cut the Rope. *Camb. Brit.* 853 & 854.

Hallewinen. See **Thurgarton.**

Hallingebury, Co. *Essex*, Roger de Ros, the King's Taylor, held one Plough-Land in *Hallingebury*, by Serjeanty, to render at the *Exchequer* every Year a Silver Needle on the Morrow of *St. Michael*. *Blount* p. 28. *Madox's Exchequer*, p. 611.

Hall-mote, the *Hall-Mote* of the *Thanes* was sometimes called *Husting*, both Terms implying the same, that is, a House of Pleading, and was what is now called the *Court-Baron*. *Gurd. Hist.* 546.

Ham, Co. *Middlesex*, the Custom is such, if any Copyholder will sell his Land, and agree upon the Price, at the next Court, the next Cleive-nor (*i. e.* he that dwelleth next to him) shall have the Refusal, giving as much as another will; and he which inhabits on the *East*, First, and the *South*,
and

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and the *West*, and last the *North*. 2 *Brownl. Rep.* 199.

Hampton, Co. Middlesex, by Stat. 31 H. 8. cap. 5. the Manor of *Hampton-Court*, with divers Lordships, Lands and Tenements thereunto united, shall be called the *Honour of Hampton-Court*; and the King shall have therein a Chase, and free Chase and Warren for all Beasts of Venary, and Fowls of Warren, which shall be called *Hampton-Court Chase*; and all Offenders in the same shall incur such Penalties as the like Offenders do in any other Forest or Chase.

See Honour.

Hamrocne, Sax. hamrocne signifieth both a Privilege or Protection against Assaults upon a Man in his own House, or under his own Roof; and Liberty or Franchise to hold Plea thereof, with Power of Animadversion by Mulct or Fine. *Somer* 134.

Hanlegh, Co. Suffolk, *Robert de Bardolf* held certain Land there by Serjeanty of being and performing the Office of Bailiff for the Honor of *Hanlegh*. *Pla. Cor. de Av.* 14 Ed. 1. Rot. 9. in *Dorso. Suffolk.* *Blount* 77.

Hanningdon, Co. Wilts, in *Replevin* the Defendant made Conusance, &c. in which he justified the Taking, &c. for Toll in *Highworth-Market*, in the County of *Wilts*; the Plaintiff replied that she is Tenant of the Manor of *Hanningdon*, in the said County, which Manor is *Antient Demesne*, and that the Tenants of *Antient Demesne* Lands are quit of Toll in all Places in *England*, &c. Upon a Demurrer to this Replication, it was objected against the Plaintiff, that she had not well intitled herself to this Privilege; because she set forth she is Tenant of the Manor of *Hanningdon*; it should be that she is seised in Fee of such Lands, [naming them] which she

he held of J. F. Esquire, as of his Manor of *Hanningdon*, which Manor is *Antient Demesne*, &c. But adjudged that it is sufficient to alledge, that *Homines & Tenentes de antiquo Dominio*, [Inhabitants and Tenants of *Antient Demesne*] are discharged of Toll, without setting forth what Estates such Men have. The next Objection was, that this Privilege was laid too general, (*viz.*) to be discharged of Toll in all Places, &c. when by Law they are discharged of Toll of those Things only which arise or grow on their own Lands, and which are for the Support, Ease and Maintenance of their Families; but adjudged that to be quit of Toll in all Places, must be intended in all Places where he is Tenant of such Lands. 2 *Lutw.* 1144. *Savery* against *Smith*.

Hanlap. See *Grafton*.

Hardingstone. See *Grafton*.

Hardwick. See *Halifax*.

Hares, by Stat. 14 & 15 *Hen. 8. cap. 10.* none shall trace, destroy or kill any *Hare* in the Snow. And Justices of Peace in Sessions, and Stewards in *Leets* have Power to inquire of such Offenders, and shall assess upon every such Offender 6s. 8d. which Penalty assessed in Sessions, shall go to the King; but in a *Leet* to the Lord thereof.

Harlinton. See *Ampt Hill*.

X **Harrow on the Hill**, Co. *Middlesex*, in 21 R. 2 the Lord of the Manor had a Custom, that by Summons of his Bailiff upon a general Reap day, then called *Magna precaria*, the Tenants should do a certain Number of Days-Work for him; every Tenant that had a Chimney being oblig'd to send a Man. *Jacob's Law-Dict.* Tit. *Magna Precaria*. This Manor now belongs to Sir *John Rushout*, Bart.

Hantham. See *Grafton*.

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Hartlepool in the Bishoprick of *Durham*. *Robert de Brus* had this Sea-Port, and took *Keelage*, to wit, of every Ship with a Boat that came there 8 *d.* and every Ship without a Boat 4 *d.* *Rot. Parl.* 21 *Ed.* 1. *Blount* 146. But *Quare*.

Hartlewell. See *Grafton*.

Hartwood. See *Grafton*.

Hastings, Co. *Suffex*, called in the *Saxon* *Dartunga-ceaster*, it is the chief of the Cinque Ports; which with its Members, *Winchelsea*, *Rye*, &c. was bound to find 21 Ships at the King's Summons; and there ought to be in every Ship 21 Men, able, fitly qualified, well armed and well furnished for the King's Service; yet so that the Summons be made on the King's Behalf forty Days before; and when the aforesaid Ships and Men are come to the Place whereunto they were summoned, they shall abide there in the King's Service for fifteen Days, at their own proper Costs and Charges; and if the King shall have further need of their Service after the fifteen Days aforesaid, or will have them stay there any longer, those Ships with the Men, while they remain there, shall be in the King's Service, at the King's Costs and Charges, so long as the King pleases; the Master (of each Ship) shall have Six-pence a Day, and the Constable Six-pence a Day, and every one of the rest Three-pence a Day, for the ample Immunities which they enjoy'd of the King. See *Camden*, p. 210.

Haughton. See *Amphill*.

Hawking. See *Licence*, *Pheasant*.

Hay, Co. ———, in *Trespas*s for putting his Cattle in *R.* the Defendant justified, for that the *Locus in quo*, [the Place in which, &c.] is Parcel of the Manor of *Hay*; and a Custom is there for the Lord of the Manor to have Common in the Lands of his Tenants for Life or for
U ————— Years,

Years, when they lie fresh, &c. and upon a Demurrer to this Plea, the Plaintiff had Judgment; because a Custom for a Lord of a Manor to have a Common against his own Grant, is void in Law. *Palm. 212. White against Sayer.*

Hayward is one that keeps the common Herd of Cattle of a Town; and the Reason of his being called *Hayward* may be, because one Part of his Office is to see that they neither break in or crop the Hedges of inclosed Grounds, or for that he keeps the Grass from Hurt and Destruction. He is an Officer appointed in the Lord's Court, and sworn for the due Execution of his Office.

The Oath of the *Hayward, Beadle or Reeve.*

YOU shall swear that you will well and truly serve in the Office of a *Hayward, [Beadle or Reeve]* for the Year ensuing; you shall duly and truly execute all such Process as shall be directed unto you from this Court; and you shall from Time to Time present and certify all such Pound-Breaches as shall happen to be made within your Office; and likewise you shall present all such Cattle strayed as shall usually come within your Office; and in every Thing you shall well and truly behave your self in your said Office during the Time aforesaid.

So help you God.

Headland. See *Foxland.*

Hedge. See *Enclosure, Recompence.*

Hedge-bote. See *Bough, Trees.*

Heir, it was resolved, that where the Customary Part of Inheritance descendeth to the Heir before Admittance, he may enter and take the Profits; and such Heir may Surrender to the Lord before

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fore Admittance, as any other Copyholder may;
but it cannot prejudice the Lord of his Fine due
to him upon the Custom of the Manor upon the
Descent; and he is a Tenant by Copy of Court-
Roll, for the Copy made to his Ancestor doth be-
long to him; as the Admittance of one Tenant
for Life is the Admittance of him in the Remain-
der, to vest the Estate in him, but shall not bar
the Lord of his Fine, which he ought to have by
the Custom. And although it was objected that
every Admittance of the Heir upon a Descent,
did amount to a Grant, and so may be pleaded;
and therefore nothing doth vest in the Heir before
Admittance. To that it was answered and resol-
ved, That true it is, that after Admittance the
Heir in pleading may alledge it as a Grant; and
the same hath been allowed for avoiding of Incon-
venience which might afterwards ensue; for if
the Copyholder in pleading shall be driven to
shew the first Grant; either it was before Time
of Memory, and so not pleadable; or within Time
of Memory, and then the Custom faileth; and for
this Cause the Law hath allowed the Copyholder
in pleading to alledge any Admittance, as well
upon Descent as Surrender, as a Grant; and yet
he may, if he will, alledge the Admittance of his
Ancestor as a Grant, and shew the Descent to
him, and that he entred, and that well without
any Admittance of him; but the Heir cannot
plead that his Father was seised in Fee at the Will
of the Lord by Copy of Court-Roll of such a
Manor, according to the Custom of the Manor,
and that he died seised, and that the same descend-
ed to him; for in Truth, such Interest is but a
particular Interest at Will, in Judgment of Law,
although it is descendible, as hath been said, by
Custom; for he is Tenant at the Will of the Lord

according to the Custom of the Manor. 4 Rep. 22.
Brown's Case.

See Admittance, Ancestor, Claim,
Composition, Surrender, Waste.
Hellestone. See Degemue.

Hemingston, Co. Suffolk, Baldwin le Pettour held Land there by Serjeanty, for which he was obliged every Christmas-Day to perform before our Lord the King of England, one *Saltus*, one *Sufflatus*, and one *Bumbulus*; or as it is read in another Place, he held it by a *Saltus*, a *Sufflus* and *Pettus*; that is, (if I apprehend it aright). he was to dance, make a Noise with his Cheeks, and to let a Fart. Camden 444. But by Reason of the Indecency of this Tenure it is arrented at 26s. 8d. to be paid into the Exchequer. Blount p. 10 & 11.

Henley, Co. Warwick, Lands were there held by Edmond Lord Stafford, by the Service of three Shillings, or a Pair of Scarlet Hose. Esc. 24 Ed. 1. N. 59. Blount 2.

Heriot, (a) [*Here-gate*, from *Herus* Lord, and *Gate* best] is a Render, made at the Death of the Tenant, to the Lord, of the best Beast, or other Thing found in the Possession of the Tenant deceased, or some other: This Service is much esteemed; it is either a *Heriot-Service* or *Heriot-Custom*. 1. *Heriot-Service* is never due without special Reservation in the Grant; and is seldom reserved upon a less Estate than an Inheritance. For *Heriot-Service* (b) the Lord may distrain or seise. Distress may be of any Beast on the Land, but Seisure may be of any Beast belonging to the Tenant. 2. *Heriot-Custom* is what is challenged by some particular Custom, and is usually paid

(a) 1 Inst. 185. b. Co. Cop. Sect. 24. Kitchen 267, &c.

(b) Co. Cop. Sect. 31.

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upon an Estate for Life or Years, as well as upon an Estate of Inheritance. For *Heriot*-Custom, the Lord must seise, not distrain. Here the Lord may seise for *Heriot* the best Beast, &c. though it is in some Place (a) out of the Manor, or in the Highway, that being no Distress; for it is his own proper Goods by the Death of the Tenant; and therefore he may seise it where he finds it. Where many purchase Lands (b) jointly, an *Heriot* shall not be paid till after the Death of the Survivor. If a Tenant deviseth away all his Goods, and dieth, yet the Lord shall have his *Heriot*; for the Law preferreth the Custom before the Gift by Testament. A *Heriot* is payable by Copyholders as well as Freeholders. *Wood's Inst.* 131.

A Custom, that the Lord shall seise the Beasts of a Stranger for an *Heriot*, is not good, because it alters the Property; but a Custom, that he shall distrain the Goods in such Case, is good; be ^{ca} use it is a Pledge. 2 *Leon.*

Lord and Tenant by Fealty and *Heriot*-Service, and the Lord purchaseth Part of the Land, the *Heriot*-Service is extinct, because it is intire and valuable. *Co. Lit.* 149. b. But otherwise of *Heriot* Custom; for if the Custom of a Manor be, That upon the Death of every Tenant of the Manor, that dies seised of any Land holden of the said Manor, the Lord shall have an *Heriot*, although the Lord purchase Part of the Tenancy, yet the Lord shall have an *Heriot* by the Custom of the Manor for the Residue; for he remains Tenant to the Lord, and the Custom extends to every Tenant. 8 *Rep.* 105. b. *Talbot's Case.*

(a) *Kitch.* 270. 1 *Inst.* 125. b. 2 *Inst.* 132. (b) 8 *Rep.* 105. 1 *Inst.* 125. b.

Feme by Custom is to have a Moieties as Survivor; and if a *Heriot* be payable for the whole, if it be part surrendred, both shall pay *Heriots*. 1 *Keb.* 356. 7. *Muniface and Baker*.

If a Tenant alien Parcel of the Tenancy; In- tire Services as Fealty, *Heriot*, &c. shall be multiplied. 8 *Rep.* 105. *Talbot's Case*.

If my Tenant, who holds of me by an *Heriot*, aliens Parcel of his Land to another, each of them is chargeable to me of a *Heriot*, because it is in- tire; and though the Tenant purchase the Land back again, I shall have of him for every Portion an *Heriot*. 8 *Rep.* 105. *Talbot's Case*.

A Condition for the paying a Sum of Mo- ney in Lieu of a *Heriot* compounded for.

THE Condition of this Obligation is for the true Payment of the Sum of Four Pounds of lawful Money of Great Britain, unto the above- named W. A. his Heirs or Assigns, for and in Lieu and Recompence of one *Heriot* next happening to be due and payable unto the said W. A. his Heirs or Assigns, for and in Respect of a *Heriotable* Tene- ment within the Manor of B. aforesaid, by him the said A. B. now holden for Term of his Life, according to the Custom of the said Manor.

See *Alienation, Dean, Pighworth, Sur- vivor.*

Hertlegh, Co. Southampton, Patrick de Cha- worth held this Manor by performing the Office of Chamberlain of the King's Exchequer. *Pla. Cor.* 8 *Ed.* 1. *Rot.* 13. *South.* Blount 84.

Hertrug, Co. Berks, Philip de Hertrug held certain Lands there, which were valued at 40 s. a Year, by the Serjeanty of keeping and mewing a Hawk for our Lord the King. *Pla. Cor.* apud *Windfor.* 12 *Ed.* 1. *Rot.* 46. Blount 40.

Hervegrave. See *Southwell.*

Herv.

Heyden, Co. Essex. At the Coronation of *Rich. 2.* *John Wilsbire*, Citizen of *London*, exhibited his Petition to the High Steward of *England* in his Court, that whereas the said *John* held certain Lands in *Heyden* of the King, by Grand Serjeanty, viz. to hold a Towel when the King should wash his Hands before Dinner, on the Day of his Coronation, &c. and prayed that he might be accepted to do this Office of Grand Serjeanty; The Judgment followeth: That because it appeared by the Records of the Exchequer of our Lord the King, in Court shewn, that the aforesaid Lands were held of our Lord the King, by the Service aforesaid; therefore the said *John* should perform it by *Edmond* Earl of *Cambridge*, his Deputy; and so the same Earl, in Right of the said *John*, held the Towel when the King washed his Hands before Dinner, the Day of his Coronation. *Co. Lit. 107. b.* And *Peter Pycot* held Lands here by the Serjeanty of holding the Basin for the King at the same Time. *Pla. Cor. de Anno 13 Edw. 1. Blount 27.*

High Street. See Distrain.

Hightesly, Co. Northampton. This is held upon Condition to find Dogs for the Destruction of Wolves, Foxes, &c. *Camd. Brit. 525.*

Highways, By Stat. 2 & 3 P. & M. c. 8.
 ' The Constables and Churchwardens of every
 ' Parish shall yearly upon Tuesday or Wednesday
 ' in Easter-Week, call together some of their
 ' Neighbours, and then make Choice of two
 ' within the Parish, to be Surveyors of the High-
 ' ways the Year following, who shall forthwith
 ' take that Office upon them, in Pain to forfeit
 ' 20 s. a-piece. The said Constables and Church-
 ' wardens shall then also nominate four Days be-
 ' twixt that Time and Midsummer, to be set apart
 ' for the Amendment of the Highways, and shall

‘ give publick Notice thereof in the Church the next *Sunday* after *Easter*.

‘ The Officers and Days being thus appointed, every one having a Team or Plough-Land; either in Arable or Pasture, is chargeable to send two able Men with a Team and Tools convenient to work eight Hours upon every one of those four Days, in Pain to forfeit 10 s. for every Day that Default is made; and every Cottager is bound to work himself, or to find a sufficient Labourer to work for him, as aforesaid, in Pain to forfeit 12 d. for every Day.

‘ The Surveyors have Power to appoint, instead of a Team, two able Labourers to work, as aforesaid, who shall not fail, in Pain that the Party who should send them shall forfeit 12 d. for every Day that either of them makes Default.

‘ *Stewards* in *Leets* have Power to inquire after the Breach of this Act, and to set Fines upon such as make Default, at their Discretion; and shall within six Weeks after *Michaelmas*, deliver indented *Estreats* thereof, under their Hands and Seals, viz. one to the Bailiff or High Constable of the Liberty, and the other to the Constables and Church-wardens of the Parish where the Default was made.

‘ In Default of Presentment thereof in *Leets*, the *Justices of the Peace* in Sessions, shall inquire thereof, and set such Fines as they, or two of them, (one of the *Quorum*) shall think fit; whereof the Clerk of the Peace shall also deliver indented *Estreats* under his Hand and Seal, in like Sort as aforesaid.

‘ Their *Estreats* shall be a sufficient Warrant for the Bailiff or Chief Constable to levy the said Fines by Way of Distress; and if no Distress can be found, or the Party do not pay the Fine within twenty Days after lawful Demand thereof,

‘ thereof, he or they shall forfeit double so much;
 ‘ all which Fines and Forfeitures shall be employ’d
 ‘ towards the Amendment of the Highways.

‘ Stat. 18 Eliz. cap. 10. A Subsidy-man ac-
 ‘ cording to 5 l. in Goods, or 40 s. in Lands, not
 ‘ chargeable towards the Highways by the Statute
 ‘ of 2 & 3 P. & M. cap. 8. shall find two able
 ‘ Men to labour in the Ways, as by the said Sta-
 ‘ tute is appointed.

‘ Every Person having a Plough-Land in several
 ‘ Parishes, shall be chargeable with a Team or
 ‘ Draught in the Parish only where he dwells:
 ‘ Howbeit having intire Plough-Lands in several
 ‘ Parishes, he shall for every one of them find a
 ‘ Team in the several Parishes where they lie, al-
 ‘ tho’ he be not Inhabitant there.

‘ Every Person not scouring his Ditches, or not
 ‘ keeping low his Hedges, Trees and Bushes, ac-
 ‘ cording to the Statute of 5 Eliz. cap. 13. shall
 ‘ forfeit for every such Default 10 s. and he that
 ‘ scours not his Ditches in the Ground next ad-
 ‘ joining to the Ground which is next the High-
 ‘ way, to the End the Water may have the better
 ‘ Passage over the said Ground next the Highway,
 ‘ shall forfeit 12 d. for every Rod so left unscour’d.

‘ None shall cast the Scouring of his Ditch into
 ‘ the Highway, and suffer it to lie there six Months,
 ‘ in Pain to forfeit 12 d. for every Load: And it
 ‘ shall be lawful for the Surveyors to make Sluices
 ‘ where any such Banks have been heretofore
 ‘ cast up.

‘ The Penalties forfeited upon this Statute shall
 ‘ be levied by the Surveyors for the Time being, by
 ‘ Distress and Sale of Goods, and shall be employed
 ‘ towards the Amendments of the Highways; but
 ‘ if the Surveyors neglect to do it within one Year
 ‘ after the Offence committed, the Constable and
 Church-

‘ Church-wardens shall do it, according to the Provisions of the before recited Statutes.

‘ Justices of Assize, Oyer and Terminer, Justices of Peace in Sessions, Stewards in Leets, have Power to hear and determine the said Offences.

In *Replevin* for Taking so many Oxen, the Defendant made Conuſance as Bailiff to T. S. Lord of the Leet, &c. for that the Plaintiff was amerced there for not scouring a Ditch in a Highway, for which Amerciament the Defendant distrained the Oxen, &c. and upon a Demurrer to this Plea it was argued for the Plaintiff, that it was ill; because by the Statute 18 Eliz. cap. 10. (which see above p. 297.) the Surveyors of the Highways are to have the Forfeitures for not repairing them; but adjudged, that the not Repairing, &c. is an Offence punishable in the Leet, as well as by the Statute. Raym. 250. Stephens against Haynes.

High-wickham. See **Wilcomb.**

Highworth, alias **Highwood**, alias **Uorda**, Co. Wilts, This Parsonage, Rectory, or Manor is held of the Prebendaries of Sarum, by Lease for three Lives, with Benefit of renewing when any Life drops. The Copyhold Tenements of the said Rectory, &c. are heriotable, and pay the best Goods upon the several Deceases of the several Tenants, and their Widows enjoy their Widows Estates. The Lord or Lessee of the said Rectory, &c. may grant Estates for three Lives by Copy, according to the Custom of the said Rectory, &c. The Lessee for the Time being may fill up all Copyhold Estates during his Term. Taken from the Original Deed in the Hands of Hen. Husey Esq.

See **Hanningdon.**

Hocknorton or **Hokenorton**, Co. Oxford, Henry the Third granted Hocknorton and Cudlington to John de Plessetis or Plessy, which were the Inheritance of Henry D'Oily, and fell into the King's

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King's Hands upon the Death of *Margaret*, Countess of *Warwick*, Wife of the aforesaid *John*, as an Escheat of the Lands of the *Normans*, to have and to hold till such Times as the Lands of *England* and *Normandy* should be made Common. *Camd. Brit.* 297. *Ela*, Countess of *Warwick*, held the said Manor of *Hocknorton* [*Hokenorton*] which is adherent to the Barony of *Oyly*, of the King in Capite, by the Serjeanty, of Carving before our Lord the King, on *Christmas-Day*, and to have the Knife with which she carved. *Pla. Cor.* 13 *Ed.* 1. *Rot.* 30. *Oxon. Blount* 73. *The Antient Barony of Hokenorton now lies dormant in the Family of Sir John D'Oyly of Chiselhampton Co. Oxon. Bart. which Family is related to the above-mention'd John de Plessertis and Ela Countess of Warwick, as appears by their Pedigree in The English Baronets, Vol. 2. p. 445.*

Hockerwood. See **Southwell.**

Hodnett, Co. Salop, formerly inhabited by a Family of that Name; from whom, by the *Ludlows*, it came by Inheritance to the *Vernons*. It was formerly held of the Honour of *Montgomery*, by the Service of being Steward of that Honour. *Inq.* 10 *Ed.* 2. *Camden*, p. 654.

Holscote. See **Amptill.**

Homage Jury, Is a Jury in a Court-Baron, consisting of Tenants that do *Homage* to the Lord of the Fee; and these by the *Feydists* are called *Pares Curia*; They enquire and make Presentments of Defaults and Deaths of Tenants, Admittances and Surrenders, in the Lord's Court, &c. [See **Charge**, p. 101, 2, 3, 4, 5.]

If a Copyholder in the Court be called, and summoned to be sworn of the *Homage*, and refuseth; this is a *Forfeiture ipso facto.* *Co. Cop. Sect.* 57.

So if a Copyholder be sworn of the *Homage*, and then refuse to present the Articles according to his Oath; this is a *Forfeiture, ipso facto. Ibid.*

See *Attainder, Forfeiture, Gillingham, Jurp.*

Honington, Co. Warwick, The Tenants of this Manor were by antient Custom to perform several Services to the Lord every other Day, from *Midsummer* to *Michaelmas*. To pay six Shillings and eight Pence yearly for Maintenance of the Lord's Corn-Cart, and none of them to sell his Horse-Colt without Licence from the Lord. *Blount 160. Honington is now the Seat of Sir Henry Parker, Bart.*

Honour, An Honour consists of many Manors, yet all the Courts for the Manors are distinguished, and have several Copyholders, and though there is for all the Manors but one Court, yet are they, as if several and distinct Courts; and so it was usual in the Time of the Abbots, who kept but one Court for many Manors. *Cro. Car. 367. Seagood and Hone.*

In a Special Verdict upon the Custom of the Manor of *Tuddington* it appear'd, That any Copyholder might Surrender out of Court into the Hands of two Tenants, Copyholders of the Manor, &c. The Copy of the Surrender found was in these Words, (*Tuddington* in the Margin). 'At the Court of Baron of the Honour of Hampton, J. S. and J. D. Tenants of the Honour of Hampton, do present, That J. R. did surrender into the Hands of two Tenants of the Honour.' By Justice Jones, This being a Court of the Honour, and into the Hands of the Tenants of the Honour, it's not good; but by the other three Justices it's good enough: For *Tuddington* being in the Margin, it shall be said a distinct Court by it self. *Ibid.*

Book,

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Hook, Co. Dorset, The Manor of *Hook* pays
Cert-money to the Hundred of *Egerdon*. *Jac. Law*
Dist. Tit. Cert-money.

Hooton. See *Ulteral*.

Hopton, Co. Salop,

A Grant, made by *William* the Conqueror
to the Ancestor of the antient Family
of the *Hoptons*.

*To the Heyrs Male of the Hopton lausfully begotten,
To me and to myne, to thee and to thine,
While the Water runs, and the Sun doth shine;
For lack of Heyrs to the King againe.
I William King, the third Year of my Reign
Give to the Norman Hunter,
To me that art both Line and Dear
The Hoppe and Hoptoune
And al the Bounds up and downe,
Under the Earth to Hell
Above the Earth to Heaven,
From me and from myne
To thee and to thine
As good and as faire
As ever they myne were.
To Witnes that this is Sooth,
I bite the white Wax with my Tooth,
Before Jugg, Marode, and Margery,
And my third Son Henery,
For one Bow and one broad Arrow,
When I come to hunt upon Yarrow.*

Blount 102, 103.

*Qu. Whether a stronger Grant could be drawn
in five Skins of Parchment.*

Hornmede Co. Hertford, The Jurors upon
their Oaths say, That this Manor, is held of our
Lord the King, by the Serjeanty of being Chamber-
lain to the Queen. *Pla. 7 E. 1. Rot. 39. Blount*
60. But Qu.

Howse.

Horse-Average. See *Averland.*

Horses, By Stat. 32 H. 8. cap. 13. None shall put to feed upon Forest or Common Ground, any *Stone-Horse*, being above two Years old, and not fifteen Hands high from the lower Part of the Hoof to the upper Part of the Wither (every Hand containing four Inches Standard-Measure) in Pain to forfeit the same Horse.

It shall be lawful for any Man to seise to his own Use any *Stone-Horse* of lesser Stature, put to feed upon any such Common Ground, as aforesaid, so that first, by the Assistance of the Keeper of the Ground, or Constable, Bailiff, Headborough, or other such Officer of the Parish adjoining, such *Horse* be brought to the next Pound, and there by the Officer, and in the Presence of three other sufficient Men, be measured and found lower than the Statute.

Those that refuse to measure, or to be present at Measuring of such *Horse*, shall forfeit 40 s. a piece for every such Default, to be divided betwixt the King and the Prosecutor.

An *Horse* that makes his Escape into such Common shall not be questioned, so that he stay not above four Days after Notice thereof given at the Owner's House, or in his Parish Church.

Justices of the Peace in Sessions have Power to hear and determine these Offences; but *Stewards of Leets* only to take Presentments of them; which they shall certify in at the next General Sessions, or to the *Custos Rotulorum*, in Pain of 40 s.

None shall put upon Common Grounds or Common Fields, any scabbed, or infected *Horses*, in Pain to forfeit 10 s. to the Lord of the *Leet*.

This Statute shall not restrain keeping of *Horses* under the Statute, upon Commons where Mares are not usually kept.

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See Dist, Distrain.

Hounslow, Co. Middlesex, By Stat. 37 H. 8. cap. 2. *Hounslow-beath*, which doth contain Four thousand two hundred fourscore and thirteen Acres, and one Rood of Ground, and extendeth into several Parishes: So much thereof as is the King's Inheritance, and is meet for Tillage, Pasture, Meadow, or other several Ground, shall be of the Nature and Condition of Copyhold Land: Or the same may be letten by the Steward of the Manor at Will, or for xxi Years, which Lessee shall or may improve it.

House, If a Copyholder erect a new *House* upon his Copyhold, without License, this is no Forfeiture. 1 Roll. Abr. 507. Cecil and Cave. X

If a Copyholder builds a *House* upon his Copyhold, and afterwards pulls it down, this is a Forfeiture of his Copyhold Estate. 1 Bulst. 50. Brocke and Bear.

If a Copyholder suffer a *House* to decay and to be wasted; this is a Forfeiture. 1 Roll. Abr. 508. Rastell and Turnor.

See Trespas.

House-bote. See Bough, Trees.

Hull. See Kingston.

Hunt. See Licence.

Husband, If the *Husband* committeth Waste in Copyhold Lands, which he hath in the Right of his *Wife*; this is a Forfeiture of the *Wife's* Copyhold. Co. Cop. Sect. 59.

But if a Stranger committeth Waste, without the Consent of the *Husband*, this is no Forfeiture, though the *Wife* consenteth. Ibid.

The *Husband* was seised of a Copyhold of Inheritance in Right of his *Wife*, and he, without his *Wife's* joining with him, made a Surrender of the said Copyhold to T. S. and his Heirs, who was admitted;

mitted; then the Husband died, and his *Wife* not long after died also, and her Heir entred without any Admittance; and adjudged lawful; for this Surrender of the *Husband*, who had nothing but in Right of his *Wife*, was no Discontinuance to her, so as to put her Heir to his Plaint, in Nature of a *Sur cui in vita* at Common Law. *Poph. 39. Bullock against Dibler.*

Copyholder of Inheritance surrendered to the Lord, to the Intent that he should regrant the same to the Copyholder for his Life, Remainder to his *Wife*, until his Son should come to his full Age, and after that Term expired, then to his said Son in Tail; the Surrenderor died, his Son being then about five Years old, who died soon after his Father; and then the Lord granted this Copyhold to the Widow until her Son should have come to his full Age, if he had lived, &c. the Widow married again, and died Intestate; *W. R.* administered to her, and entered upon the *Husband*, who was in Possession of the Lands: Adjudged that his Entry was not lawful, because the Interest that his *Wife* had, was a Term for Years, of the Copyhold, which by her Death was lawfully vested in the *Husband*, if there was not a Custom of the Manor which made it otherwise. *Dyer 251. Hauchel's Case.*

X A *Husband* and his *Wife* were joint Copyholders to them and their Heirs, which they surrendered to the Lord of the Manor, who in Consideration of a Sum of Money granted the same Lands to them and the Survivor of them, for Life, Remainder to the Heirs of their two Bodies, &c. the *Husband* died leaving Issue; afterwards the *Wife* entred and suffered a Common Recovery, and then his Heir entred by Virtue of the *Statute 11 H. 7. c. 20.* and it was clearly held, that his Entry was lawful, because by the Acceptance of

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the new Estate to them and to the Heirs of their Bodies, the Copyhold was *extinguished*. *Cro. Eliz.*

24. *Stockbridge's Case.*

See **Baron and Feme, Copyhold, Denial, Forfeiture.**

Hundred. An *Hundred* was Part of the County, so called because it was composed of a *Hundred* Families; and in every *Hundred* there was formerly a Court kept, whereof the Sheriff of the County was judge, to which Court the Inhabitants of each *Hundred* were bound to come twice every Year, (*viz.*) at *Easter* and *Michaelmas*; but the People being in those Days very much oppressed by those to whom the Sheriffs had farmed out those Courts, they were for the most part reduced to the *County-Court* by the *Statute 14 Edw. 3. cap. 9.* and so they continue to this Day, except some few of those *Hundreds* which by Privilege have been annexed to the Crown, or granted to some Subject, which still remain in the Nature of a *Franchise*, and where the Sheriff cannot interpose by his ordinary Authority, except those in the *Hundred* refuse or neglect to do their Office. *Lex Maner.* p. 190. 8vo.

In some of those *Hundreds* thus exempted from the ordinary Jurisdiction of the Sheriff, there is a Court-Leet appendant, of which the Lord is Judge; as for Instance.

The Abbot of *Abington* was seised of the *Hundred* of *H.* in *Berkshire*, and of a *Leet* appendant to that *Hundred*, which he prescribed to hold once in every Year within one Month after *Easter*; that there were several Villages in that *Hundred*, of which the Village of *Norcot* was one; that after the Dissolution, &c. of that Abbey, King *Edw. 6.* granted several Lands in the said Village to one *Lyons*, and *omnes Curias Letas & Amerciamenta præmissis in Norcot pertinen', provenien', &c.* [all

Courts-Leet, and Amerciaments, to the Premisses in *Norcot* belonging or appertaining] and that he should have and enjoy to him and his Heirs, *Tot, talia & confimiles, Curias Letas & Amerciamenta, &c.* [as many, such and such-like Courts-Leet and Amerciaments, &c.] as the Abbot had *infra Terras predictas* [within the said Lands] (which must be the Lands in *Norcot*) and afterwards the King granted the *Hundred* and *Leet* to another, which said *Hundred, &c.* by several *mesne* Conveyances came down to the now Plaintiff the Lord *Norris*, and that *Barret* the Defendant claimed a Title under *Lyons*, and that he was an Inhabitant in *Norcot*, and that a Court-Leet was held there on such a Day, &c. of which he had Notice, &c. and being summoned to appear at the said Court, he made Default; and was amerced to 40 s. for which an Action of Debt was now brought; and all this Matter appearing on the Pleadings, it was adjudged that *Lyons*, under whom the Defendant claimed, was not discharged from the general *Leet* of the *Hundred*; for by this Grant he had no Title to the particular *Leet*, which was appendant to it, because the *Leet* mentioned in his Grant was restrained to the Lands granted; for it was *omnes Curias Letas premissis in Norcot pertinen'*; but there was no such *Leet* there before the Grant; for the *Leet* which the Abbot had, and which came to the Crown upon the Dissolution of the Abbey, did not belong to the Lands in *Norcot*, but to the *Hundred* of *H.* 'Tis true, by the subsequent Words of this Grant, *Lyons* was to have *confimiles Letas* as the Abbot had; but if he cannot have the same, he shall never have *confimiles*, because no Man can have a *Leet* in the same Place where the King had one before; and as to the Words *Amerciamenta in Norcot provenien'*, the Abbot had no *Amerciaments* particularly arising out of the Lands there, other than

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than as it was Parcel of the *Hundred*; and in the Grant to *Lyons*, that Word is particularly restrained to the Lands in *Norcot*; besides in Propriety of Speech Amerciaments cannot be said to arise out of Lands; for they arise by Reason of an Offence done, not where the Lands lie, but where the *Leet* is held. *Moor*, p. 426. Lord *Norris* against *Barret*.

Hunig-Savel, signifies *Rent-Honey*. *Sommer* 28.

Hunting. See *Pheasant*.

Hutton-Hall, Co. *Cumberland*, is within the *Haia de Plompton*, and held of the King by this Service amongst others, that the Lord of *Hutton*, shall hold the King's Stirrup, when he mounts his Horse in his Castle of *Carlisle*. *Camd. Brit.* 1023.

I**deot**, *Ideota* or *Ideotes*, is a *Greek* Word, and properly signifieth a private Man who hath not any publick Office. Amongst the *Latines* it is taken for illiterate or foolish. Amongst our Lawyers *Non Compos Mentis*. Amongst the *Englisch* in common Speech, *Natural Fool*.

The King shall not have the Custody of the Lands of an *Ideot*, holden by Copy, for the same is but an Estate at Will by the Common Law; and if the King should have Custody thereof, it would be mischievous to the Lord of the Manor; but yet an Alienation made by an *Ideot* of his Copyhold Land after Office found shall be avoided. 4 *Rep.* 128.

A Man *Non sana Memoria*, [not of Sound Memory] an *Ideot*, or *Lunatick*, though they be able to take a Copyhold, yet they are unable to forfeit a Copyhold, because they want Reason, and even common Sense. Co. Copyh. Sect. 59.

See Copyholder, Grant.

Impleadable. See Copyhold.

Implication. When the Law gives any Thing to one, it gives *implicitly* whatsoever is necessary for the enjoying of the same. And there is an *Implication* in Wills and Devises of Lands, whereby Estates are gained: As if a Husband devises the Goods in his House to his Wife, and that after her Decease his Son shall have them and his House; now, though the House be not devised to the Wife by express Words, yet she hath an Estate for Life in it by *Implication*. 1 Vent. 376, &c. but *Implication* is not good in a Surrender. 1 Brownl. Rep. 127. Allen and Nash.

In-average. See *Averland*.

Incumbance. See *Charges*.

Infangthefe signifies a Liberty or Privilege granted to some, Lords of Manors to judge any Thief within the Manor. Gurd. Hist. 560.

Infant, the Custom of a Manor is, that if a Copyhold descends to any Man, that Proclamation shall be made at three several Courts, that he shall come in to be admitted; and if he come not in, it shall be a *Forfeiture* to the Lord; yet an *Infant* shall not be comprehended within this Custom; for he, by Intendment of Law, is not at Discretion to make his Claim. 8 Rep. 99, 100, Lechford's Case.

It seems to be a Rule in Law, that an *Infant* cannot be protected by the Law by his Non-age in any Case, but where his Right which he had while an *Infant*, and descended to him, might have been barr'd and interrupted by Non-claim; so in Case of *Forfeiture*, the Reason of the Rule is, because the Law conceives he will have that Knowledge to preserve his Right when he is of full Age. Carter's Rep. in Smith and Panton's Case.

Infant Copyholder in Fee makes a Lease for Years, without Licence, rendring Rent; At full Age

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Age he accepts the Rent, and after ousts the Lessee; Lessee brings Ejectment, and Judgment was for Lessee. By the Court: This Lease may be affirmed by Acceptance; but such a *Forfeiture* shall not bind an *Infant*. 8 Rep. 44. *Noy* 92.

An *Infant* Copyholder made a Lease for Years without Licence, and afterwards at his full Age, accepted the Rent: Adjudged this was a good Lease against himself, and no Disseisin of the Lord, who might enter for the *Forfeiture*. *Latch* 199. *Ashfield* against *Ashfield*.

By Stat. of 12 Car. 2. cap. 24. it is enacted, that the Father of a Child under the Age of Twenty-one Years, (though he himself is under that Age) may by his Last Will dispose the Custody of such Child till he shall be Twenty-one Years of Age, or for any less Term.' But it hath been adjudged that a Copyholder is not within this Statute to dispose the Custody of his Child, where there is no Custom of the Manor so to do; for where there is no such Custom, then the next of Kin to whom the Land cannot descend, hath the Custody both of the *Infant* and his Estate; but if there is such a Custom, it shall be good against the Statute; otherwise it might be prejudicial to the Lord of the Manor. 3 Lev. 395. *Clench* against *Cudmore*.

Copyhold surrendered to the Use of an *Infant*, to the Intent he should pay an Annuity to another at full Age, which he refused to do; and it was decreed he should pay it and the Arrearages. *Sawyer* against *Gillet*, 9 Eliz. *Tothill* 107.

An *Infant* that is under the Age of Fourteen, is unable to *forfeit* his Copyhold, because he wanteth Discretion, and till then he is to be in Ward to the next of his Kindred, to whom the Inheritance cannot descend, or to the Lord, or

the Bailiff of the Manor, as the Custom shall warrant. *Co. Cop. Sect. 59.*

An *Infant* at the Age of Discretion may forfeit his Copyhold, not by Offences which proceed from Negligence or Ignorance, but by such as proceed from Contempt. *Ibid.*

If an *Infant* come not in to be admitted according to the Custom, at three solemn Proclamations made at three several Courts; or if he will suffer his Houses to go to ruin, or his Ground to be surrounded, these Acts, favouring of Negligence only, are no *Forfeitures*. *Ibid.*

So if an *Infant* Copyholder sueth a *Replewin* against the Lord, upon a Distress lawfully taken; or if he alieneth by Deed, or the like, these Acts, relishing of Ignorance only, are no *Forfeiture*. *Ibid.*

But if he denieth from Time to Time to pay the Lord the Rent, or committeth voluntary Waste, notwithstanding often Warning given him by the Lord; these Acts proceeding from Malice and Contempt are *Forfeitures*; and so if he committeth Felony or Treason. *Ibid.*

An *Infant* may be admitted by *Guardian*.

See **Age, Copyhold, Copyholder, Grant, Guardian, Steward.**

Information. See **Steward.**

Inland, in the *Saxon* inland, signifies Land holden in Demesne in the Owner's own Hands. *Somner* 115, 119.

Inmates, if one let Part of his House in which he dwells, to a Gentleman which keeps not his Table there, but goeth to Victualling-houses for his Victuals, but yet hath certain Rooms in the House, that is no *Inmate*; also if one keep his married Daughter and her Husband, by Covenant or otherwise, and suffer them to have certain Rooms in his House, these were not accounted *Inmates*,

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Inmates, and these shall not have Common. *Kitch.*
92.

But if a Man hath a House, and let certain Rooms of that to another to dwell with him, he hath been accounted an *Inmate*, unless he be of Ability to live, and shall not have Common in the Lord's Waste of Fields: But if a Man take one to Table, or to sojourn with him in his House, and let him certain Rooms, he is not accounted an *Inmate*, and he shall not have Common. *Ibid.*

Also if the Inheritor of a House let a certain Parcel of his House in which he dwells, and severeth that from the other Part, and make several Doors to the High Street, it is now as two Houses, and is not accounted as an *Inmate*, but he shall have no Common; otherwise it is, if they have but one Door to the High Street; for then he is accounted an *Inmate*, unless he be a sufficient Person to live of his Lands of himself, or by his Art or Trade, so that he be not a poor Labourer; but at this Day some take *Inmates* more strictly; and in Times past none were punished in *Leets* by Pains ordained in the *Leet*; but idle Persons which were Common Breakers of Hedges, and those which live in others Houses idly, or live suspected. *Ibid.*

See Cottage, Grafton.

‘ **Inn-holders**, By Stat. 21 Jac. 1. cap. 21.

‘ *Inn-holders* and Hostlers shall make no Horse-Bread; shall sell their Hay, Provender and Victuals at reasonable Prices, and shall take nothing for Litter.

‘ This Act shall not restrain those that live in a Thorough-Fare, (which is no Market-Town, and wherein there is no Baker) to make Horse-Bread according to the just Assise.

‘ Justices of Oyer and Terminer, Justices of Peace,
 ‘ Sheriffs in Turns, and Stewards in Leets, have
 ‘ Power to hear and determine these Offences.

‘ If any *Inn-holder* or *Hostler*, which hath Power
 ‘ (by this Act) to make *Horse-Bread*, observe not
 ‘ the *Affise*, or if he or any other offend this Law
 ‘ in any other Kind whatsoever; for the first Of-
 ‘ fence they shall be fined, for the second suffer a
 ‘ Month’s Imprisonment without Bail; for the third
 ‘ be set upon the Pillory, and for the fourth shall be
 ‘ fore-judged from ever keeping an *Inn* again.

Intruder. See *Admittance*.

Joinder in Demurrer, is joining Issue upon
 Matter of Law, and is to be determin’d by the
 Judges. It must be writ in a fair Hand, and on
 a Double Penny Stamp.

*Form of a Joinder in Demurrer, in Bar to
 a Declaration.*

The Manor }
 of Glatton. }

William Truby
 against
 John Wiseman.

AND the said William saith, that (notwith-
 standing any thing above pleaded by the said
 John) he the said William ought not to be pre-
 cluded from maintaining his said Action thereon
 against the said John, because he saith that the
 said Declaration, and the subject Matter therein
 contained, are good and sufficient in Law, for him
 the said William to maintain his said Action
 against the said John, which said subject Matter
 contained in the said Declaration, the said Wil-
 liam is ready to verify and prove in such Manner
 as the Court shall think fit; and because the said
 John hath made no Answer thereto, nor hitherto
 in

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in any Manner denied the same, therefore he prays Judgment, and that his Damages occasioned by the Premises, may be awarded to him, &c.

Form of a Joinder in Demurrer to a Plea in Bar.

AND the said Charles saith, that the said Plea in such Manner and Form, as the same is above pleaded by the said Charles, and the subject Matter therein contained, are good and sufficient in Law, to preclude him the said Abraham from maintaining his said Action thereon against the said Charles, which said Plea, and the Subject Matter therein contain'd, he the said Charles is ready to verify and prove in such Manner as the Court shall direct; and because the said Abraham hath not answered the said Plea, or in any Manner denied the same, the said Charles, as before, prays Judgment, and that the said Abraham may be stopped from going on with his said Action thereon against him, &c.

See Demurrer.

Joint-Copyholders, if there be two Joint-Copyholders, and the one commits a Forfeiture, he shall forfeit but the Moiety. *Cal. Readings* 74.

Two Joint-Copyholders in Fee make a Partition, that is good, and no Forfeiture, nor Alienation. 12 *Eliz.* agreed in Dutchy Chamber. *Ibid.* 75.

There were two Joint-Copyholders, one of them gave the other a Release of all his Right, this is good without any Surrender by the Releasor, or Admittance of the Releasee, because the Joint-Copyholders were both admitted, and their Ability to release did arise originally from the Time that they and each of them were admitted. *Winch* 3. *Wase* against *Petty*.

Joint-

Joint-Tenants. Two *Joint-Tenants* of a Copyhold of Inheritance, one of them surrendered to the Use of his Will, and died; the Person to whom he devised it was admitted: Adjudged, that this Surrender and Admittance was a Severance of the *Jointure*, and by Consequence shall bind the Survivor. 2 Cro. 100. Porter against Porter.

Two *Joint-Tenants* of a Manor, one of them granted a Copyhold to T. S. adjudged that the Grant was void, because he was not *Dominus pro Tempore*. 1 Leon. Case 316.

The Statute of 31 H. 8. cap. 1. and 32 H. 8. cap. 32. by which *Joint-Tenants* and Tenants in Common, are compellable to make Partition by a Writ *De partitione facienda*, as Coparceners at the Common Law, touch not Copyholds; because this Alteration of the Tenure, without the Lord's Consent, may sound to the Prejudice of the Lord. Co. Cop. Sect. 54.

See Descent, Devise, Grant.

Jointure is a Settlement made on a Wife, to take Effect immediately on the Decease of the Husband.

The Statute of 27 H. 8. cap. 10. of Uses, toucheth not Copyholds; because the Transmutation of Possession by the sole Operation of the Statute, without Allowance of the Lord or the Agreement of the Tenant, would tend to the Prejudice both of the Lord and of the Tenant; and the Branch of the same Statute which speaketh of *Jointures*, toucheth not Copyholds; because Dowers of Copyholds are warranted by Special Custom only, and not by the Common Law, or by the general Custom. Co. Cop. Sect. 54.

The Method formerly taken by a Copyholder, to *Jointure* a Wife of his Copyhold Lands, was as follows;

A Stran-

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A Stranger brings a Writ of Right against the Husband and Wife, in the same Court where the Land is, by Plea, and the Husband and Wife do appear, and the Demandant doth Count against them, and the Husband and Wife do defend, and say that they have more Right than the Demandant, and offer to try it by Battle; and the Demandant and Tenants do imparl, at which Day the Demandant appears, and the Husband and Wife make Default, whereby final Judgment is given against them; and at the same Court the Recoverer surrenders the same Land into the Lord's Hands to the Use of the Husband and Wife, and the Heirs of their two Bodies begotten: And it was said that this Assurance hath been used. 1 *Edw. 6. Dallison's Reports. Calthrop, p. 60.*

A Surrender of Tenants, to enable the Lord to make a Jointure, upon a Doubt in former Conveyances.

‘ **T**His Indenture, &c. made between J. S. of
 ‘ C. in the County of N. J. K. R. H. L. M.
 ‘ &c. all of, &c. in the said County of N. and
 ‘ M. R. and A. W. of, &c. aforesaid, Widows, of
 ‘ the one Part, and B. G. second Son of Sir R. G.
 ‘ &c. deceased, and R. G. of L. of the other Part,
 ‘ Whereas the said J. S. J. K. R. H. L. M. &c.
 ‘ do every of them now severally hold and enjoy
 ‘ divers and sundry Messuages, Lands, Tenements
 ‘ and Hereditaments, in their several and respec-
 ‘ tive Tenures and Occupations, situate, lying and
 ‘ being in E. and W. or in one of them, in the
 ‘ said County of N. for divers, several and particu-
 ‘ lar Terms and Estates for Years, the immediate
 ‘ Reversion whereof is expectant unto the said
 ‘ B. G. for his Life, with Remainder to his Sons
 ‘ suc-

' successively in Tail, by Force and Virtue of a
 ' Conveyance thereof made by the said Sir R. G.
 ' in his Life-time, by Indenture of Feoffment, bear-
 ' ing Date, &c. By which Indenture the said B. G.
 ' hath a Power given unto him, That at any Time
 ' after his lawful Entry into, and being in Posses-
 ' sion of the said Premisses, or any Part thereof,
 ' by Virtue of the Uses thereby limited, he may
 ' assure, limit or appoint by any Deed or Writing,
 ' under his Hand and Seal, such Part or Parcels of
 ' the said Premisses, whereof he shall be then
 ' seised and possessed by Virtue of the said Inden-
 ' tures, not exceeding such a Proportion as is
 ' therein mentioned, unto, or for every or any
 ' such Wife as he shall marry, for the Jointure of
 ' such Wife, for and during her natural Life; and
 ' another Power, That at any Time after his law-
 ' ful Entry into, and being in Possession of the
 ' Premisses in E. and other Places in the said In-
 ' denture mentioned, or any Part thereof, he may
 ' for the better raising of Monies for Purposes in
 ' the said Indenture mentioned, demise, grant, as-
 ' sign and set over by any Lease or Leases, in Wri-
 ' ting under his Hand and Seal, all, and every, or
 ' any of the said last mentioned Premisses in E.
 ' and the said other Places there named; whereof
 ' he shall be then so seised and possessed as afore-
 ' said, (such Part and Parcels thereof, as shall be
 ' then limited for any such Jointures aforesaid ex-
 ' cepted) unto any other Person or Persons, for
 ' and during such Term of Years as is herein men-
 ' tioned, and in such Sort as is therein mentioned.

' *And whereas* some Doubt or Question may be
 ' made, whether, according to the Penning and strict
 ' Words of the said several Powers, the said G. B. can
 ' lawfully execute the same Powers by making a
 ' Jointure for a Wife, or Provision for such
 ' younger

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‘ younger Children as he shall or may have by such
‘ Wife, in Respect that they the said J. S. J. K.
‘ R. H. L. M. &c. have now the immediate Possession of several Parts of the said Lands and Premises, by Virtue of their said several Terms and Estates for Years as aforesaid: And whereas the said J. S. J. K. R. H. L. M. &c. are all willing and contented to do any reasonable Acts, for the removing such Doubt or Scruple, as aforesaid, and for the better enabling the said B. G. to execute the said several Powers, so as they be not hurt or prejudiced thereby, but may severally enjoy their several Tenements and Farms, according to their several Leases and Estates they now have therein.

‘ *Now this Indenture witnesseth, That the said J. S. J. K. R. H. L. M. &c. in Consideration of the Covenants herein after contained, on the Part and Behalf of the said B. G. to be performed and kept, have every of them severally and respectively granted, surrendered and given up, and by these Presents do every of them Grant, Surrender, and give up unto the said B. G. all and every the Messuage, Lands, Tenements, Hereditaments and Premises whatsoever, in their, every or any of their several and respective Terms and Occupations in E. and W. aforesaid; or either of them, whereof, or wherein the said B. G. hath any Estate of Freehold, as aforesaid; and all the Estate, Right, Title, Interest, Possession, Claim and Demand whatsoever of them the said J. S. J. K. R. H. L. M. &c. and every of them severally and respectively, or otherwise, of, in, and to the Premises, and every, or any Part or Parts thereof: To have and to hold the said Messuages, Lands, Tenements and Premises unto the said B. G. and his Assigns for ever.*

‘ And

‘ And the said *B. G.* and *R. G.* jointly and severally for themselves, their Heirs, Executors, and Administrators do covenant, promise, and grant to, and with the said *J. S. J. K. R. H. L. M. &c.* and every of them jointly and severally, and to and with their and every of their Executors and Administrators by these Presents, that the said *B. G.* or such other Person or Persons, as shall have good and sufficient Power and Authority in that Behalf, shall and will, at his or their own proper Costs and Charges, at any Time or Times, during the respective Residue of the several Years in the said several Leases thereby surrendered, mentioned to be granted, respectively, not yet expired, upon the Request of them the said *J. S. J. K. R. H. L. M. &c.* or of any of them severally and respectively, make, and execute unto every of them severally and respectively, a good and sufficient Lease, by Indenture, of all the same Tenements and Premises, whereof they are now respectively possessed as aforesaid, for all such Time and Number of Years as they respectively then should, or ought to have held the same, in Case these Presents had never been made, by Force or Virtue of any Lease or Estate hereby surrendered, at and under the same yearly Rents and Reservations, and with, and under the same Covenants and Agreements as are contained in the Leases which they respectively have, or had therein before the Surrender hereby made, they respectively sealing and executing Counterparts of the same new Leases.

‘ And that in the mean Time, until such new Leases shall be made and executed as aforesaid, they the said *J. S. J. K. R. H. L. M. &c.* severally and respectively, and their respective Assigns, shall and may quietly and peaceably have,

hold,

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‘ hold, occupy, possess and enjoy all, and singular
‘ the said Messuages, Lands, Tenements and Here-
‘ ditaments now in their severall and respective Te-
‘ nures and Occupations, and receive and take the
‘ Profits thereof, and convert the same to their own
‘ respective Uses, during the Residue of the said
‘ respective Years, in the said former Leases men-
‘ tioned, not yet expired, without any Manner of
‘ Let, Trouble, Interruption or Denial of the said
‘ B. G. or of any other Person or Persons claiming,
‘ or to claim, from, by, or under him, or under the
‘ said Sir R. G. deceased.

‘ And further also, That they the said B. G.
‘ and R. G. shall and will from Time to Time, and
‘ at all Times hereafter, save, keep harmless, and
‘ indemnify them the said J. S. J. K. R. H.
‘ L. M. &c. and every of them, their and every
‘ of their Executors and Administrators, or other-
‘ wise sufficiently recompence them for, or in
‘ Respect of, any Loss or Damage to be had or
‘ sustained by Reason of the making hereof. In
‘ Witness, &c.

Letter of Attorney to enable Two to sur- render to Uses, by Way of Jointure.

TO all Christian People to whom this present
Writing shall come; We Margaret Walter of
Devynnocke in the County of Brecon, Widow,
William Walter and Howell Powell both of Devyn-
nocke, Gent. Executrix and Executors of the Last
Will and Testament of David Walter, late of De-
vynnocke aforesaid, deceased, send greeting. Where-
as Lewis Jenkin and Jenkin David, two Customary
Tenants of the Manor of Neath ultra and Killibebil,
in the Parish of Cadaxton by Neath in the County
of Glamorgan, are Feoffees in Trust of and in
the severall Messuages and Tenements following,
being

being Part of the Customary Messuages and Lands lying in the said Manor, to wit, Gelligaled, &c. for the securing the Principal Sum of Four hundred Pounds, and of the Interest payable to the said David Walter in his Life-time, and after his Decease to us who are his Executrix and Executors, by Richard Bevan of Gelligaled, his Heirs, Executors or Administrators; and whereas upon the Marriage of the said Richard Bevan with Rachel his Wife, we did, in order that she might have a Jointure, agree to abridge the Security, and to release our Interest in the antient Messuage and Farm called Gelligaled, and the small Tenements thereto belonging, called Kelly David Powell, &c. the four other Tenements being a sufficient Security for our said Money and Interest. Now know ye, that we the said Margaret Walter, William Walter, and Howell Powell, do nominate, constitute and appoint them the said Lewis Jenkin and Jenkin David, our lawful Attorneys, hereby employing and authorising them for us and every of us, and in our Names, to surrender at the next Court-Baron or Leet that shall be holden in and for the said Manor of Neath ultra and Killibebil, the said Messuages and Tenements commonly called Gelligaled, &c. with their Rights, Members and Appurtenances, and all our Right, Interest, Claim and Demand thereto; or at any other succeeding Court-Baron or Leet, that shall be holden in and for the said Manor, to the Use of the said Richard Bevan and Rachel his said Wife, for and during the Term of their natural Lives, and the natural Life of the Survivor of them, and from and after their Deceases, and the Decease of the Survivor of them; to the Use and Behoof of such Person or Persons, his or their Heirs, or such Uses, Intents, or Purposes, as they the said Richard Bevan and Rachel being present in their proper Persons in such Court shall limit, direct and appoint; and we hereby

2

ratify

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ratify and confirm whatsoever they our said Attornies shall lawfully do, in and concerning the Promises. In Witness, &c.

Isleworth, Co. Middlesex, As to a Surrender, this Case happened, (*viz.*) In Ejectment for Copyhold Lands held of the Manor of *Isleworth*; it was adjudged that there can be no Estate-tail of a Copyhold without a Special Custom to warrant it; and that where such an Estate is warranted by Custom, a Surrender thereof by the Tenant in Tail in Possession makes a Discontinuance, and shall put the Issue in Tail to his *Formedon*; for he shall take the Estate subject to all the Inconveniencies of an Estate-tail, and to which such an Estate is subject at Common Law. *Cro. Eliz.* 717. *Erish* against *Rives*.

Issue, If the Lord of a Manor lose *Issue*, being summoned upon a *Jury*, Process shall issue out of the Exchequer to levy them upon the Lands of the Copyholders, Lessee for Life or Years: For the Loss of *Issues* lies upon the Land, as an inherent Servitude by the Law, in whose Hands soever it comes. 2 *Roll. Abr.* 157.

Judgment. See **False Judgment.**

Jugum terrae, Contains half a Plough-land. *Co. Lit.* 5. a.

Jury, If a *Jury* or *Homage* of the Manor refuse to make Presentment according to their Oath, if they are Copyholders, it is a *Forfeiture*. *Dyer* 4 *Eliz.* 211.

If in a *Leet*, the Steward may assess a *Fine* upon them. 10 *Ed.* 4. fol. 4.

See **Amerciament, Baron-Court, Contempt, Leet.**

Justices of Peace, For what relates to them, in the Course of this Work, see The Table.

Kelsey. See Coffard.

Kempston. See Ampthill.

Kent, King Henry III. by a Charter under his Great Seal, dated in the sixteenth Year of his Reign, granted for himself and his Heirs, to all his Liege-Men of the County of Kent, That from thenceforth the Grand Assise should not be taken for Lands holden in Gavelkind in the County of Kent, namely where Demandant and Tenant are Gavelkinders, but that instead of the Grand Assize by Twelve Knights, Jurates shall be taken in Kent by twelve Men being Tenants in Gavelkind, after the Manner that the Grand Assise is taken in other Parts of England. It is not indeed said in this Charter in express Words, that the King granted this Privilege to the Men of Kent and their Heirs (as they used to phrase it in that Age.) But it is to be so understood, namely to be a Grant in Perpetuity. *Mad. Firma Burgi* 38.

See Gloucester.

Kettilberston. See Hedding.

Kibworth Beauchamp, Co. Leicester, Qu. Elizabeth granted this to Sir Ambrose Dudley, to be held by the Service of being Pantler to the Kings and Queens of this Realm, at their Coronation. *Blount* 36.

Kierkebi, Co. Westmorland, *Adam de Kierkebi* held four Acres of Land there by Cornage. *Mag. Rot. 3. T. Rot. 18. b. Westmerieland, Tit. Nova Oblata. Madox Excheq.* 458.

Kigheley, In the West-Riding of Yorkshire. Henry Kigheley procured from Edw. I. for this Manor, the Privileges of a Market and Fair, and a Free Warren, so that none might enter into those Grounds to chase there, or with Design to catch any Thing pertaining to the said Warren, without the

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the Permission and Leave of the said *Henry* and his Successors. *Camd. Brit. 859.*

Kilmerston, Co. Somerset, By the Custom of this Manor, the Wife has her *Widow's Estate*, which she loseth if she marries, or is found incontinent; but she may redeem this last, if she come into the next Court, riding astride upon a Ram, and in open Court, do say to the Lord, if he be present, or to his Steward, these Words,

*For mine Arse's Fault take I this Pain,
Therefore, my Lord, give me my Land again.*

Blount 149.

See **Enbozne.**

King, A Manor may not be made at this Day, neither by a common Person, nor by the King himself; and the King cannot make a Thing Parcel of a Manor at this Day; as if he grants Lands to hold of him, as of the Manor of *Greenwich*, by a certain Rent, this Rent is not Parcel of the Manor. *Cro. Eliz. p. 39. Morris and Smith, &c.*

If the King had a Rent by Prescription, out of the Manor in which there are Copyholders, if the King had not used to levy this upon the Copyholds, it seems he cannot charge them, for as much as they are in by Prescription also. *M. 12 Jac. B. 2 Roll. Abr. 157, 8.*

‘ By **Stat. 2 Edw. 6. cap. 8.** Copyholders shall enjoy their Estates, where the King is intitled, by Office, though they be not found by Inquisition.

‘ The Statute of *Chantries* gives no Copyhold Land to the King. *1 Edw. 6. 14.*

‘ The Estates of the King's Copyholders, confirmed by Decree in the Exchequer, or Dutchy-Chamber, shall be good according to the same Decree. *Stat. 7 Jac. cap. 21.*

The King seised of a Manor in Fee, in which is a Copyhold demisable at Will, according to the

Custom of the Manor. The *King* demised this Copyhold to *J. G.* for Life, by Letters Patent; *J. G.* dies. The Question was, if it be destroyed, or the *King* might grant it again by Copy. By the Court. 1. The *King* need not recite in the Grant that it is Copyhold. 2. That after the Estate for Life is determined, the *King* may grant this House and Land again by Copy of Court-Roll; because the *King's* Gifts shall be taken favourably, and not extended to two Intents, where there is no Necessity for it, as there is not here; and we are not here to intend a collateral Intent, and so the Copyhold is not destroyed; for the Law takes care to preserve the Inheritance of the *King* for his Successors; and it may be a Benefit to the *King* to have it continue Copyhold, viz. to have Common. *Style*, p. 266, 273. *Cremer* and *Burnet*.

If the *King* grants a Manor, in which are Copyholders in *Fee-Farm*, the Lands or Goods of the Copyholders are not liable to the *Fee-Farm* Rent, although the Freehold is, because the Copyholds are elder than the Rent, being by Prescription. 2 *Roll. Abr.* p. 157.

A Surrender of a Copyhold to the *King*, Lord of a Manor; was in *Lee* and *Boothby's* Case, 1 *Keb.* 720. adjudged good, without other Matter of Record.

The *King* grants all his *Demefne Lands* in *W.* his Copyhold Lands shall not pass; otherwise in a common Person. 1 *Rep.* 46. *Alton Wood's* Case.

If the *King* be seised of a Manor, whereof *Black-acre* is Parcel and demisable by Copy in Fee, and this comes to the *King* by Escheat or Surrender; and after the *King* lets *Black-acre* to *J. S.* for Life, not taking Conusance that this was demisable by Copy; this is a good Grant, though the *King* recites not, that this was demisable by Copy; and by Con-

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Consequence this will destroy the Power to grant this by Copy at any Time after. *M. 15 Car. 2.*

King *H. 8.* grants Lands, being Parcel of Copyhold of a Manor, without reciting this to be Copyhold, to Sir *J. G.* for Life, Sir *J. G.* after the Death of Queen *Mary*, grants the Manor for Years to *Lee*. *Lee*, before his Years expired, grants the Land in Question to *R. L.* in Fee, according to the Custom of the Manor: *R. L.*'s Years expire. *R. L.* let to *F.* at Will, and the Defendant enters as Heir to *Fenny*. Judgment for the Plaintiff; The Grant of the King is but a Suspension and no Destruction of the Custom: And though the Maxim is, *it ought to be demised and demisable, &c.* yet this holds not in the Case of the King. 2 *Siderfin*, p. 142. See otherwise 1 *Roll. Abr.* 498. *Downcliff* and *Minors*. *Style*, p. 266. *Cremer* against *Burnet*. The Rule is, *That a Custom is an entire Thing, and shall not be apportioned, this doth not bind the King.*

If Copyhold Land be given to superstitious Uses, and the same cometh to the King by the Statute, the Copyhold is destroyed, and the Uses shall be accounted void. - But it was resolved in *Bagnal* and *Pott's* Case, that in such Case, by the Statute which giveth the Lands (so given to superstitious Uses) to the King, that the King hath not thereby gained the Freehold of the Copyhold, but that the same remaineth in the Lord of the Manor. *Godb.* 233.

See *Allen*, *Frank-almoigne*, *Frank-Fee*,
Ideot, *Manor*, *Reculant*.

Kingsham, Co. *Glocester*, *John de Daubeney*, held this Manor, by the Serjeanty of Keeping the King's Pantry Door, which Service the said *John* performed in Person on the Coronation of *Edward* the First. *Pla. Cor.* 15 *Ed. 1.* *Glouc. Blount* 58.

King's Charter. See *Frank-Fee*.

Kingston, Co. Dorset, The Jurors say, that before the Building the Castle of *Corffe*, the Abbess and Nuns of *St. Edward* at *Shafton* had the Wreck of the Sea within their Manor of *Kingston*, without Let or Molestation. *Inq. 54 Hen. 3. Camd. Brit. 55.*

Kingston upon Hull, King *Edward I.* by his Charter, dated in the 27th Year of his Reign, granted to the Men and Tenants of *Kingston* upon *Hull*, That the Town should be a *Free Burgh*, and that it should have the Franchises which belonged to a *Free Burgh*, and that the Town might keep a Warden whom the King should place there; that they might devise their Tenements lying in the Town by their Last Will, they should have return of Writs for the Town; that they should not implead or be impleaded out of their Town, for their Tenures, Trespasses, or Contracts; that they should have a Coroner for their Town to be chosen by themselves, by Writ out of the Court of Chancery, and to be presented and sworn into his Office before the Warden; that the King should have in the Town a Prison and Gallows to punish Offenders, and the Warden *Infangthef* and *Outfangthef*; that there should be a Fair for thirty Days, beginning at the Feast of *St. Austin*, a Market on *Tuesday* and *Friday* every Week, and the Men to be quit of Duties and Customs throughout *England*. *Hil. Commun. 26 & 27 Ed. 1. Rot. 14. b. Mad. Excheq. 291, 292.*

Kingston-Russel, Co. Dorset, *William Russell* held this of the King in *Capite*, by the Sorjeanty of being Keeper of the King's Pantry-Door, on the Four Principal Feasts of the Year. *Pla. Cor. apud Schyreburne 8 Ed. 1. Dorset, Rot. 14. Blount 47. Kirby. See Chop.*

Labourers.

Labourers, By Stat. 2 & 3 Ed. 6. c. 15.
 Artificers, Workmen, and Labourers, that
 conspire together concerning their Work
 or Wages, every of them so conspiring, shall for-
 feit for the first Offence 10 l. to the King; and
 if he pay not within six Days after Conviction,
 by Witness, Confession, or otherwise, he shall
 suffer twenty Days Imprisonment, and during
 that Time shall have no Sustenance but Bread
 and Water; for the second Offence he shall for-
 feit 20 l. and if not paid within six Days as a-
 foresaid, shall suffer the Pillory; and for the third
 Offence forfeit 40 l. and if not paid within the
 said Time, shall again suffer the Pillory, lose one
 of his Ears, and be for ever after taken as a Man
 infamous, and not to be credited.

Justices of Assise, Justices of Peace, Mayors,
 Bailiffs, and Stewards of Leets in their Sessions,
 Leets, and Courts, have Power to hear and de-
 termine these Offences.

Lady of a Manor. See *Game*.

Lady's Rents. See *Wilcomb*.

Lageman, Signifies the having the Liberty of
Sac and *Soc* within his Manor. *Co. Lit. p. 58. a.*

Lambourn, Co. Essex. This Manor is held
 by the Service of the *Wardstaff*, and watching the
 same in an extraordinary Manner, when it is
 brought to the Town of *Aibridge*. *Jac. Law-Dict.*
Tit. Ward-Staff.

Lancable. See *Fonmon*.

Lancaster, *Roger de Hefam* held two Plough-
 Lands there, by the Service of Winding his Horn
 when the King comes in and goes out of the Coun-
 ty of Lancaster. *Pla. apud Lanc. 30 Hen. 3. Rot.*
21. Blount 58.

Land-Gatol. See *Gatol*.

Langam. See *Penlline*.

Landow, Co. Glamorgan, Thomas Powel paid 6 s. 8 d. Rent of *Ward* and *Castle-gard Silver*, to Lord Windsor for this Manor. *From a MS. Survey taken 1666. now in the Hands of the Author.*

Langeberge, Co. York, Peter de Brus fined in CCCC marks, that he might have the Wapentake of *Langeberge*, with the Appurtenances, to hold to him and his Heirs, of the King and his Heirs, rendring the accustomed and antient Ferm, and likewise XXl. Increment for all Manner of Service; provided that in Pleas of the King's Crown, they should answer before the King's Justices holding the *Iters* in those Parts; that the Attachments of those Pleas should be made by the Sheriff and Coroners of the County; and that in other Pleas belonging to the Sheriff, they should answer before the Sheriff. *Madox's Excheq. 230.*

Lantrithid, Co. Glamorgan, Sir John Aubrey paid 3 s. 4 d. Rent of *Ward* and *Castle-gard Silver* to Lord Windsor, for half this Manor. *From a MS. Survey taken 1666. now in the Hands of the Author.*

Laxton, Co. Northampton, was held by the Service of Hunting in all the King's Forests and Parks throughout *Oxfordshire, Buckinghamshire, Huntingdonshire* and *Northamptonshire*, to destroy the Vermin in each. *Inq. 2 Ed. 2. and 4 Hen. 4. Camd. Brit. 525.*

Lease, For the Lord of a Manor to avoid a Copyhold Estate for a *Forfeiture* by making a *Lease* contrary to the Custom, there ought to be direct Proof made of a *Lease* certain, with a beginning and ending certain; so to make any other Act or Thing a *Forfeiture*, this must certainly appear to the Court; and the Oath of a Stranger in the Lord's Court to the Homagers, that a Copyholder had made a *Lease* for ten Years, that so the Homagers may

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may find and present the *Forfeiture*, shall not be of Force, especially the Copyholder continuing in Possession, and dying seised of his Copyhold Estate; and this never came in Question till after his Death. 1 *Bulst.* 190. *Hamlen's Case*.

Copyholder for Life makes a *Lease* for a Year, and afterwards makes a *Lease* to the same Party for another Year, to commence one Day after the first Year, and another *Lease* for another Year, to commence at a Day after the second Year, and afterwards surrenders his Copyhold to the Lord; the Lord enters and makes a *Lease* to the Plaintiff. In the Ejectment; By the Court, 1. Although the general Custom of the Realm allows a Copyholder to make a *Lease* for one Year, this ought to be in present, and he cannot make one for another Year in Reversion. 2. The *Lease* in Reversion was a *Forfeiture*; and when the Surrender was made to the Lord, this *Lease* was void against him, and his Interest discharged without Presentment and Seizure for the *Forfeiture*; for which his Entry was lawful, and Judgment for the Plaintiff. *W. Jones* 249. *Matthews* against *Weston*. 1 *Bulst.* 215. *same Case*. 1 *Roll's Abr.* 510.

The Lord *leaseth* the Freehold of a Copyhold to J. S. this is good betwixt J. S. and the Lord; but the Lord cannot reserve a Rent upon such a *Lease*. 1 *Keb.* 15. *Garrard's Case*.

Copyholder makes a *Lease*, rendring Rent, and after surrenders Parcel to the Lord, the Lord may avow on the *Lessee* for Part of this Rent, without alledging Notice or Attornment by him. 1 *Keb.* 93. *Blat* and *Mole*.

Land is demised by Copy for three Lives successive, and then a *Lease* is made for thirty-one Years of the same Land, to commence after the Determination of the first Estate; the Survivor dies, leaving a Widow, who claims *durante viduitate*,
accor-

according to the Custom; the Question was, when this *Lease* shall begin, if after the Death of the Copyholder, or after the Determination of the Customary Estate in the Woman? It shall commence presently in Point of Computation, but not in Point of Interest, till after the Death of the Widow. 2 *Sid.* 165, 6. *Clark and Candle. Caple and Stephens.*

X In a Special Verdict in Ejectment, the Custom of the Manor of *Turlox* was, that a Copyholder might make a *Lease* of his Lands for twenty-one Years, paying the Value of three Years Rent to the Lord; and that if the *Lessee* died within that Term, then the Residue of the said Term should go to his Heir at Law, paying to the Lord a Year's Rent for a *Fine*; and that upon every Assignment of the said Term, the *Assignee* should pay the like Sum, (*viz.*) one Year's Rent in the Nature of a *Fine*; and that whosoever had the Residue of the said Term, might by the Custom of the Manor renew it for twenty-one Years, paying three Years Rent for a *Fine*; and this was adjudged a good Custom. 2 *Cro.* 671. *Page's Case.*

X Where a Copyholder made a *Lease* for one Year, excepting the last Day of that Year, and so from Year to Year, still excepting the last Day of each Year, as long as he should live: Adjudged this was a *Forfeiture*, because it is a *Lease* for two Years, excepting two Days; and it is no more than a Shift to avoid a *Forfeiture*. 2 *Cro.* 308. *Lutterel against Weston.*

+ A Copyholder made a *Lease* of his Freehold Lands for ten Years, and of his Copyhold for one Year; but covenanted with the *Lessee*, that he should enjoy the Copyhold Lands from Year to Year, during the ten Years: Adjudged this was a *Forfeiture*; for it is a *Lease* for ten Years. 2 *Cro.* 301. *Montague's Case.*

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A Copyholder made a *Lease* for three Years, and so from three Years to three Years; adjudged a *Forfeiture*; because it is a *Lease* for six Years. 1 *Bulst.* 190.

The Statute of 32 H. 8. cap. 28. which confirmeth *Leases* for twenty-one Years, or three Lives, made by Tenant in Tail, or by the Husband and Wife, of the Lands of the Wife, toucheth not Copyhold; for the Statute speaketh of *Leases* made by Deed only; so that the Intent of the Statute is to warrant the *Leasing* such Lands only as are grantable by Deed; but such are not Copyhold Lands; for though they may by Licence of the Lord be demised by Indenture, yet in their own Name they are demisable only by Copy; and therefore out of the general Purview of the Statute. For the same Reason the same Statute, cap. 34. which giveth an Entry to the Grantee of a Reversion, upon the Breach of a Condition by the particular Tenant, toucheth not Copyholds. *Co. Copyholder Sect.* 54.

By the general Custom of England, a Copyholder may make a *Lease* for one Year, without Licence of the Lord; and if he can let a *Lease* for one Year by the Custom, he may covenant that the *Lessee* shall enjoy for ten Years; for this Covenant is not a *Lease*. *Wood's Instit.* p. 132.

A Lease

A Lease of a Messuage, Barns, &c. and several Pieces of Land, Meadow, Pasture and Wood; and of Quit-Rents, Waifs and Strays, as the Lessor being Lord of the Manor for a Term of Years certain; and of several Fields which are Copyhold for one Year, and after that another Year, and so from Year to Year, for the same Term as the other; if, by the Custom of the Manor, the said Fields can be let after that Manner; if not, then the Lessee to hold them at Will only, rendring a different Rent for the Freehold and Copyhold; with divers particular Covenants.

THIS Indenture, &c. between A. B. of the one Part, and B. C. of the other Part, witnesseth, That the said A. for and in Consideration of the Rents, &c. hath demised, &c. unto the said B. all that Messuage, Tenement or Farm, situate, &c. commonly called or known by the Name of ——— Farm, with all and singular Outhouses, Barns, Stables, Yards, Gardens and Orchards thereto belonging or appertaining, with their and every of their Appurtenances, containing together, by Estimation, ——— Acres, be the same more or less; and also all that Piece of Meadow, &c. [and so describe several other Pieces of Land;] together with all the Ways, Passages, Easements, Watercourses, Profits and Commodities to the said Farm, and Premisses belonging or appertaining; which said Premisses formerly were in the Possession or Occupation of E. F. or his Assigns, and

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‘ and are now in the Occupation of the said *B.*
‘ together also with all Quit-Rents, Waifs and
‘ Strays, which now are or which shall at any
‘ Time hereafter grow due or payable, or of
‘ Right belonging to the said *A.* his Heirs or
‘ Assigns, for or in Respect of, or which shall be
‘ found or taken within the Manor of ———,
‘ whereof the said *A.* is Lord, during the said
‘ Term, except and always reserved to the said
‘ *A.* his Heirs and Assigns, out of this present
‘ Demise, all Manner of Timber-Trees and other
‘ Trees, Pollards and young Trees likely to prove
‘ Timber-Trees, now standing, springing, grow-
‘ ing or being, or that hereafter, during the Term
‘ hereby granted, shall stand, spring, grow, or be
‘ in and upon the demised Premises, or any Part
‘ or Parcel thereof; and likewise sufficient Stan-
‘ dels or Standards on every Acre of the said Wood
‘ Ground, according to the Acts of Parliament
‘ in that Behalf; together with free Liberty of
‘ Ingress, Egress and Regress, at all seasonable
‘ Times, during the said Term, to and for the
‘ said *A.* his Heirs and Assigns, with Workmen,
‘ Horses and Carts, into and out of the said Pre-
‘ mises, to cut down, fell and carry away such
‘ and so much of the said excepted Timber and
‘ Trees, as he or they shall think fit, so as suffi-
‘ cient shall be left for Firing, Hedge-bote,
‘ Stake-bote, Stile-bote and Gate-bote, during
‘ the said Term: *To have and to hold* the afore-
‘ said Messuage, Tenement and Farm, and all and
‘ every other the Premises hereby demised, with
‘ their and every of their Appurtenances, (except
‘ as is before excepted) unto the said *B.* &c.
‘ [*as usual*] for Twenty-one Years; yielding and
‘ paying therefore yearly, &c. 113*l.* Quarterly
‘ [*as common*]: And the said *A.* for himself, his
‘ Heirs and Assigns, doth covenant, promise and
‘ grant,

' grant, to and with the said *B.* his Executors,
 ' Administrators and Assigns, that he the said *B.*
 ' his Executors, Administrators and Assigns, shall
 ' and may lawfully, peaceably and quietly have,
 ' hold, occupy, possess and enjoy the several Par-
 ' cels of Copyhold Land called ———, contain-
 ' ing by Estimation ——— Acres, be the same
 ' more or less, and the Field called ———, con-
 ' taining, &c. and one other Field called, &c.
 ' adjoining to and usually occupied with the Pre-
 ' mises hereby demised, from the said Feast-Day
 ' of, &c. last past, before the Date hereof, for
 ' and during the Term of one Year; and that
 ' after the End thereof, he and they shall and
 ' may hold the same for one Year more, and so
 ' from Year to Year, until the Term of Twenty-
 ' ty-one Years shall fully be compleat and ended;
 ' if by the Custom of the Manor whereof they
 ' are holden, the same may be so demised, with-
 ' out any Forfeiture or Prejudice of, to or by the
 ' said *A.* his Heirs or Assigns; otherwise he and
 ' they are to hold the same at the Will only of
 ' the said *A.* his Heirs and Assigns, at and under
 ' the further yearly Rent of 7 *l.* of lawful Mo-
 ' ney, &c. to be paid at the several Days and
 ' Times, and in such Manner as the other Rent
 ' hereby reserved is made payable: And the said
 ' *B.* for himself, &c. covenants with the said
 ' *A.* his Heirs, Executors and Assigns, by these
 ' Presents, in Manner and Form following, (that
 ' is to say) That he the said *B.* his Executors,
 ' Administrators and Assigns, shall and will well
 ' and truly pay, or cause to be paid the said se-
 ' veral yearly Rents of ——— *l.* and 7 *l.* from Time
 ' to Time, during the said Term, as the said
 ' Rents are herein before reserved and payable,
 ' and at the said Feast-Days of Payment thereof
 ' before-mentioned. Provided always, and upon
 ' this

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‘ this Condition, that if the said yearly Rents of
‘ ——— l. and 7 l. or either of them shall hap-
‘ pen to be behind or unpaid, in part or in all,
‘ &c. [*as common for Re-entry*]: And the said
‘ B. for himself, &c. covenants to Repair [*as*
‘ *common*] (rough Timber only excepted): And
‘ moreover, if he the said B. his Executors, Ad-
‘ ministrators or Assigns, do and shall at any Time
‘ hereafter, during the Continuance of this Lease,
‘ dig, plow, break up or convert into Tillage, any
‘ of the Fields or Meadows called ———, or any
‘ Part of them, or any of them, except it be for
‘ stocking up or digging up any Bushes that are
‘ or shall grow on the said Premises, or any Part
‘ thereof by the Hedge Side, without the Licence
‘ or Consent in Writing of him the said A. his
‘ Heirs or Assigns, thereunto first had and ob-
‘ tained, under his or their Hands and Seals, that
‘ then he the said B. his Executors, Administra-
‘ tors and Assigns, shall and will yearly after-
‘ wards, during the Continuance of this present
‘ Lease, at the Feast-Days whereon the said year-
‘ ly Rents are reserved, to be paid as aforesaid,
‘ by even and equal Portions, well and truly pay
‘ or cause to be paid unto the said A. his Heirs
‘ or Assigns, the full Sum of — s. of lawful Mo-
‘ ney, &c. for every Rod or Pole of such of the
‘ Meadow or Fields aforesaid, that he or they
‘ shall so break up, dig up or convert into Til-
‘ lage, as aforesaid, and after the same Rate for
‘ every lesser Quantity than an Acre, over and
‘ above the said yearly Rents hereby above re-
‘ served: And that in Case the said A. his Heirs
‘ or Assigns, shall at any Time hereafter give Leave
‘ to him the said B. his Executors, Administrators
‘ or Assigns, to break up any of the Pastures or
‘ Lay-Grounds hereby above demised, that then
‘ he the said B. his Executors, Administrators or
‘ Assigns,

Assigns, shall and will lay down for Pasture so much of the arable Land that shall then be in Tillage, as such Pasture or Lay-Ground so as aforesaid licensed to be broken up, shall ratably for Quantity of Acres amount unto: And also that he the said B. his Executors, Administrators and Assigns, shall and will yearly, during the Continuance of this Lease, inn and inbarn all the Corn and Grain that shall grow upon the demised Premises, in the Barns and Outhouses belonging to the said demised Premises, or on some other Part of the said Premises, and not in any other Place: And all the Straw and Stover, excepting the Hay and Wheat-straw, that shall grow or arise during the said Term hereby granted, upon the said demised Premises, shall and will yearly eat out and spend with Cattle, upon the said Premises, and not elsewhere, and shall not sell or carry away from the same Premises any such Straw or Stover: And if at any Time or Times, during the said Term, he or they, contrary to the Covenants aforesaid, shall sell, carry away, or dispose of any Part thereof, other than Wheat-Straw and Hay, that then for every Load of Straw which he or they shall sell or carry off or from the Premises, during the said Term, other than the Wheat-Straw and Hay, he the said B. his Executors, Administrators or Assigns, shall and will lay upon the Premises a Load of Dung, or will forfeit and pay — s. in Lieu thereof: And also that he the said B. his Executors, Administrators and Assigns, shall and will yearly, during the said Term, expend and lay all the Straw, Stover, Marl and Dung aforesaid, and also all other the Compost, Dung, Muck, Marl or Soil upon the same Premises, made or arising yearly, and every Year, during the Continuance of this present Lease: And shall and will lay out the Sum of — l. in the

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' the Buying of Dung to be laid upon the Premises,
 ' or bring from *London* and lay thereon — Loads
 ' of good Dung, all which shall be carried into and
 ' laid and spread upon the Lands where most need
 ' shall be or require for the bettering thereof, and
 ' not elsewhere, nor otherwise: And the said *B.*
 ' for himself, &c. doth hereby further covenant,
 ' &c. that the said *B.* shall and will yearly, during
 ' the Continuance of this present Lease, pay and
 ' discharge all such Town-Rates, Taxes and Du-
 ' ties which shall become and grow due to be paid
 ' for and in Respect of the said yearly Premises:
 ' And also the Quit-Rents which shall grow due
 ' for the said Copyhold Fields during the said
 ' Term, all such Taxes which are or shall be
 ' charged or imposed on the Landlord of the Pre-
 ' mises in Respect thereof, by Act or Acts of Par-
 ' liament only excepted: And also that it shall and
 ' may be lawful to and for the said *A.* his Heirs
 ' and Assigns, with Workmen, &c. there to view,
 ' search and see the State of the Reparations of the
 ' said Messuages or Tenements, Barns, Stables, Out-
 ' houses and Buildings, Hedges, Fences and Pre-
 ' mises herein before-mentioned; and also of the
 ' Bridges, Gates and Stiles belonging to the same,
 ' and of all Defects, &c. [*as usual*]: And also that
 ' it shall and may be lawful to and for the said *A.*
 ' his Heirs or Assigns, upon the *Feast of the An-*
 ' *nunciation of the Blessed Virgin Mary*, which shall
 ' be in the last Year of the Term hereby demised,
 ' or at any Time after, or other sooner Determina-
 ' tion of these Presents, to enter upon the said
 ' arable Lands hereby demised, that in such Year
 ' shall lie for Fallow, and the same to till, sow,
 ' manure, carry and lay Dung or Compost unto, in
 ' and upon the same: And also shall have Liberty
 ' to have and enjoy sufficient and convenient
 ' Lodg-

‘ Lodging and House-room for one Person, if need
‘ shall require, during the last half Year of the said
‘ Term, and also Stable-room for one Team of
‘ Horses, and Yard-room, with free Ingress, Egress
‘ and Regress, for himself or his Assigns, and his and
‘ their Servants, or any of them, into, through and
‘ from the same, with Carts and Horses, without
‘ any Manner of Let, Suit, Trouble, Contradiction,
‘ Denial or Molestation of him the said B. his Exe-
‘ cutors, Administrators or Assigns, and without
‘ the Extinguishment of the Rent or Rents hereby
‘ reserved, or any Part thereof: And also that he
‘ the said B. his Executors, Administrators and As-
‘ signs, shall and will keep and preserve the said
‘ Woods, and all Timber-Trees therein and else-
‘ where on the said Premises, and all young Trees,
‘ Standels or Storers, standing, or which shall be
‘ standing or growing on the said Premises, from
‘ Spoil and Destruction, at all Times during the
‘ said Term; and will not at any Time lop or
‘ top any Trees now growing, or which during the
‘ said Term shall be growing on the said Premises,
‘ which have not been usually lopt or topt, nor any
‘ young Spire-Trees, nor do or commit any Waste
‘ or Spoil in or upon the said Premises: And that
‘ he the said B. his Executors, Administrators or
‘ Assigns, will not fell or cut the said Wood, but
‘ at such Times, and of such Growth, according
‘ as the Act or Acts of Parliament direct and ap-
‘ point in that Behalf, (which is hereby declared to
‘ be lawful for him and them, from Time to Time,
‘ to do,) and will leave such Standels or Storers
‘ in every Acre thereof, and fence and inclose the
‘ same for the Preservation thereof from Damage,
‘ as in the said Act or Acts of Parliament is also
‘ provided and directed: And also that the said B.
‘ his Executors, Administrators or Assigns, will not
‘ fell,

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‘ fell, cut down, exchange, barter away, sell, use
‘ or dispose of any of the Wood or Lopwood,
‘ growing, or which shall be growing upon any
‘ other Part of the said Premisses, besides the
‘ Wood-Grounds aforesaid, during the said Term;
‘ nor any Wood which shall be taken or cut at any
‘ Time, for the making of any of the Fences be-
‘ longing to the said Premisses, except what shall
‘ be necessary for Firing to be used on the Pre-
‘ misses, and not elsewhere: And the said *A.* for
‘ himself, &c. covenants by these Presents, in
‘ Manner following, (that is to say) That if, at
‘ the Expiration of the said Term hereby granted,
‘ the said Parcel of Wood-Ground called ———,
‘ shall be of the Growth of ——— Years or more,
‘ and not misused by him or them, or any of them,
‘ or by any other Person or Persons, by his or their
‘ Means, Consent or Procurement, but preserved
‘ and kept from Waste, Spoil or Destruction, ac-
‘ cording to the true Meaning of these Presents;
‘ and that the said *B.* his Executors, Administra-
‘ tors or Assigns, shall not then take a further
‘ Lease or Term of Years of and in the said Pre-
‘ misses: That in such Case, but not otherwise,
‘ the said *A.* his Heirs or Assigns, shall and will, at
‘ the Expiration of the said Term hereby granted,
‘ allow unto the said *B.* his Executors, Administra-
‘ tors or Assigns — *l.* out of the last half Year’s
‘ Rent, which shall grow due and payable for the
‘ said Premisses as aforesaid, and permit and suffer
‘ him and them to stop and detain the said — *l.*
‘ out of the said last half Year’s Rent, in his or
‘ their Hands; And further, That he the said *A.*
‘ his Heirs or Assigns, shall and will, during the
‘ Continuance of this present Lease, upon every
‘ Request made to him by the said *B.* his Executors,
‘ Administrators or Assigns, assign, allow, provide and
‘ appoint to him or them, competent rough Timber,

for necessary Repairing the said Premisses, if the same may or can be had upon the said Premisses, to be carted home, by the said B. his Executors, Administrators or Assigns, or for Want thereof will provide the same within seven Miles distance from the said Premisses, to be by him or them, at his and their own Charge so carted home, as aforesaid: And also, upon every such Request, shall and will, from Time to Time, allow, assign and appoint, to him or them upon the said Premisses, if the same may be there had, competent and necessary Gate-boot, Stile-boot, Hedge-boot, Rail-boot, and Fire-boot, to be used only upon the said Premisses, but not elsewhere: And that it shall and may be lawful to and for the said B. his Executors, Administrators or Assigns, yearly and every Year, during the said Term, to take three Loads of Blocks, or 300 Blocks, by Assignment from the said A. his Heirs or Assigns, of the old dotting and hollow Trees, and out of the old Offal-wood arising out of the new Making or Mending of the Hedges or Fences belonging to the said demised Premisses, to be there burnt and spent in a frugal Manner, and not in or at any other Place: And if it shall happen that the said A. his Heirs and Assigns shall not allow and assign unto the said B. his Executors, Administrators or Assigns, sufficient Timber for Repairs, nor Wood for Firing, within three Months after Request, to be made by the said B. his Executors, Administrators or Assigns, in Writing in that Behalf; that then, and in such Case, the said B. his Executors, Administrators and Assigns, shall have Liberty to take the same off the Premisses, where it can be most conveniently spared, without Hurt and Damage to the Premisses, according to the true Intent and Meaning of these Presents: And that it shall and may

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' may be lawful to and for the said *B.* his Execu-
 ' tors, Administrators and Assigns, well and truly
 ' paying the said yearly Rents above reserved, and
 ' Penalties above-mentioned in Case any of them
 ' shall happen to become due, and performing all
 ' and singular the Covenants and Agreements in
 ' these Presents mentioned and contained, which
 ' on his and their Parts, &c. [*as usual*] to enjoy;
 ' And it shall and may be lawful to and for him
 ' the said *B.* his Executors, Administrators and
 ' Assigns, to have the Liberty and Use of the two
 ' Barns, and convenient House-room, Lodgings
 ' for himself and Servants, sufficient Yard-room and
 ' Stable-room, and also half the Cow-house, from
 ' the Expiration of the said Term hereby demised,
 ' until a Month after the *Feast of the Annuncia-*
 ' *tion*, &c. then next following, to make of his
 ' last Year's Crop: And lastly, the said *B.* for him-
 ' self, &c. covenants in Manner following, (that is
 ' to say) That he the said *B.* his Executors, Admini-
 ' strators or Assigns, shall and will, yearly and eve-
 ' ry Year during the said Term, lay out the said
 ' Sum of — *l.* agreed to be allowed, as aforesaid,
 ' in Dung, or lay on ——— good Cart-Loads of
 ' Dung from *London*, over and above what shall
 ' be made upon the Premises, and shall and will
 ' bring the same, and spread and lay it on the Pre-
 ' mises, for the Bettering thereof; and also shall
 ' and will twice in every Year, during the said Term
 ' hereby demised, in Consideration of the said Quit-
 ' Rents, Waifs and Strays to him granted as afore-
 ' said, find and provide, at his own proper Colls
 ' and Charges, one or two good and handsome
 ' Dinners, with Bread, Beer and Ale, for the
 ' Steward, Jury and Tenants of the said Manor of
 ' ———, whereof the said *A.* is Lord, and for all
 ' such other Persons as shall have Business and Oc-
 ' casion to attend the said Court, at such Times
and

' and Seasons as the said *A.* his Heirs or Assigns,
 ' or the Steward of the said Manor shall think fit
 ' and appoint: And that he or they shall and will,
 ' for and during all the last ——— Years of the
 ' said Term hereby granted, in Husband-like Man-
 ' ner lay down and keep for Pasture the aforesaid
 ' two Closes or Parcels of Land called ———, and
 ' ———, containing together, by Estimation, —
 ' Acres, be the same more or less; and shall and
 ' will, six Months before the End of the said Term,
 ' lay down, or cause to be laid down for Fallow
 ' ——— Acres, at the least, of the Lands hereby de-
 ' mised, and that the same shall be within and part
 ' of but Two of the Fields or Pieces of Pasture
 ' hereby demised, and of no more or other
 ' Ground: And it is agreed and declared by the
 ' said Parties, that the said two Copyhold Fields
 ' called ———, and ———, shall not be laid down
 ' for Fallow, for, or as, any Part of the said ———
 ' Acres. *In Witness, &c.*

A Lease of Copyhold Land.

THis Indenture, &c. Between *A. B.* of the one
 Part, and *C. D.* of the other Part, witnesseth,
 that the said *A. B.* hath demised, &c. all those four
 Customary Messuages, or Tenements with their Appur-
 tenances, and one Piece or Parcel of Ground thereunto
 adjoining, holden by Copy of Court-Roll of *J. C. Esq;*
 as of the said Manor of *G.* and all and singular the
 Houses, Edifices, Orchards, Gardens, Curtilages,
 Profits, Commodities, Easements and Hereditaments
 whatsoever, to the said Messuages or Tenements be-
 longing or appertaining, all which Tenements and
 other the demised Premises, are situate, lying and being
 in *H.* in the County of *H.* (that is to say) abutted,
 &c. To have and to hold, (&c.) yielding and pay-
 ing, (&c.) [Covenant, If Rent be behind, to di-
 strain

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strain] — [Another to repair the Houses] —

And that he the said C. D. his Executors or Assigns, shall not do or cause to be done, any Act or Fact, or other Thing or Things whatsoever, which may forfeit, lose or impair the Estate or Interest, which the said A. B. hath in the Premises, or any Part thereof, or which may otherwise be hurtful, or prejudicial to the said A. B. his Heirs or Assigns, for, or concerning the having, holding or enjoying of the same, or any of them — [Covenant for quiet Enjoyment.] And that the said A. B. his Heirs or Assigns, shall from Time to Time discharge, or upon reasonable Request save harmless the said C. D. his Executors or Assigns, of and from all Quit-Rents, Payments, Duties and Services to be had or done, for or out of the demised Premises, or any Part thereof to the King's Majesty, his Heirs or Successors; and also of, and from all Rent, Charges, Annuities heretofore going or issuing out of the said demised Premises, or any Part of the same (the yearly Rent of 3 l. by these Presents reserved, only excepted and foreprised.) In Witnesses, &c.

See Assets, Assign, Bar, Baron-Court,
Copyhold, Copyholder, Dean, De-
stroy, Dismembering, Ejectment,
Extinguishment, Feme, Fish, In-
fant, Lessee, Licence, Manor, Wi-
dow, Year.

Ledered, [Letherhead] Co. Surrey, *William Frankelin* held certain Land there, of the King's Fee, to find a Hall or other fit Place for the Assizes to be held in, as often as the Assizes shall be held there. And *Walter le Hore* held also certain Land there of the King's Fee, to find a Prison for such Prisoners as should be taken at the Sheriff's Turn, but the Prisoners were still to be in the Custody of the Sheriff. And *William de Oxencroft* held certain

Land also there of the King's Fee, to find a Pound for such Cattle, as should be taken for the King's Debts. *Pla. Cor. 19 H. 3. Surrey. Blount 81.*

Leet, (in Saxon *Leþ*, signifying an Assembly, and was also called *prebopgh* or *Frankpledge*, i. e. Surety for Free-men.) It is a Court of Record, held before the Steward of the *Leet*, that the King may be certified, by the View of the Steward, of the Manners of the People within that Precinct, for the Preservation of the King's Peace, and the Punishment of several Offences against the Publick; for this Reason every one must be within some *Leet*; none can be of two *Leets*, unless perhaps one hath not a general Jurisdiction. For then the Inhabitants within such a private *Leet* must attend the Sheriff's Turn for all other Matters that are not within the Cognizance of the private *Leet*. If one's House stands in two *Leets*, he is said to be commorant in that where his Bed stands. The Precinct of the *Frank-pledge* is called *Decenna*; because it commonly consisted of ten Houses; the People did heretofore undergo great Trouble in travelling to the Sheriff's Turn; therefore *Leets* or *Views of Frank-pledge* were granted to Lords of Hundreds, and Manors, and lesser Franchises, and to Mayors of Cities, &c. out of the Sheriff's Turn. [See 14 *Edw. 3. cap. 9.*] upon this Account, there is a Duty in many *Leets*, *De Certo Letæ*, towards the Charge of obtaining the Grant of the *Leet*. Yet these Courts are still the King's Courts, tho' the Profit goes to a common Person, or to a Subject. *Wood's Inst. 484, 5.*

Leets may be held by Charter or Prescription. By Charter, on the same Days contained in the Charter. By Prescription, on certain or uncertain Days, according to Usage; for it is said, that the Statute of *Magna Charta*, (which provides that no *Leet* shall be holden but twice in the Year) was
in

in Affirmance of the Common Law, and therefore that one might prescribe against it, or that that *Stat.* and the *Stat. 31 Edw. 3. cap. 15.* extend only to the Sheriff's Turn, and to those *Leets* only that were granted out of the Turn; not to those that were before the Statutes. But they must be kept in a certain and determinate Place within the Precinct. *Ibid.*

The Steward is the Judge in a *Leet* as the Sheriff is in the Turn. All Freeholders within the Precinct are obliged to come to it, and all other People above the Age of twelve Years, and under Sixty, except Peers, Clergy, Women, and Tenants in *Antient Demesne*. *Ibid.*

Although a Court-*Leet* is commonly to be held but twice yearly, (*viz.*) within a Month after *Easter*, and within a Month after *Michaelmas*, yet by Prescription it may be held oftener; and also at other Days than are set down in *Magna Charta*, cap. 35. 2 *Leon. p. 212. Partridge's Case*; and therefore, in a Presentment or Indictment in a Court-*Leet*, it ought to appear upon what Day the Court was held. 2 *Saund. 291.*

The Caption of a Presentment at a Court-*Leet* was thus, *Ad Curiam Visus Franc. Pleg. cum Curia Baron', &c.* [At a Court of View of Frank-Pledge, with a Court-Baron, &c.] and it was excepted that the latter Court had no Authority to take such Presentments; therefore it is illegal, because uncertain which took it. But by *Holt Ch. Just.* Only one Court having Jurisdiction in this Matter, it must be taken as a Caption by that Court that had an Authority to proceed in it. 1 *Salk. 195.* Also the setting forth in the Caption, whether such Court was held by Grant or Prescription is not necessary. *Ibid. 200. The King against Gilbert.*

By

By Justice Bryan, a *Leet* shall be held in any Place within the Precinct of the Lordship, where it pleaseth the Lord, for it is the Court of the King, as the King's Bench, wheresoever it is. 8 H. 7. 4. Kitchen 90.

X When the *Steward* intends to hold the *Court-Leet*, he ought to send his *Precept* to the *Bailiff*, or *Reeve* of the Manor, six or eight Days before the same is to be held.

The Form of the *Precept* to warn the Tenants, and summon a Jury at a *Court-Leet*.

The Manor } To William Forster, Deputy Reeve,
of, &c. } or Deputy Bailiff of the said Manor, Greeting:

These are to will and require you to give publick Notice within the said Manor, That the *Court-Leet* and *View of Frank-Pledge* for the same Manor, with the *Court-Baron* of J. C. Esq; Lord of the said Manor, will be holden at the House of, &c. at, &c. within the said Manor, on, &c. at, &c. and that you warn all the Tenants of and Resiants within the said Manor, that do owe any Suit or Service at the said Courts, that they and every of them personally be and appear at the Time and Place aforesaid, then and there to do and perform the same, and likewise that you summon twenty-four honest and lawful Men of the said Manor to be and appear at the Time and Place aforesaid, to enquire of all such Matters as to the said Courts do appertain, and that you your self be also then and there personally present; and have you there the Names of such Persons as you shall have so summoned, and this *Precept*.

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Precept. Given under my Hand and Seal this fifth Day of, &c. in the Year of our Lord, &c.

N. B. The Steward ought to enquire, whether the Court is by Custom held in one particular Place, or on one particular Day, for the Custom of Places are always to be observed.

The Method of Proceeding in a Court-Leet.

When the Steward is seated, let him enter the Stile of the Court in Manner following:

The Manor } *The View of Frank-pledge, with the
of G. } Court-Baron of J. C. Esq; held at
 } Glatton aforesaid, in and for the
 } Manor aforesaid, the 15th Day of,
 } &c. in the Year of our Lord 1734.
 } before me G. B. Steward thereof.*

Then the Steward must call on the Bailiff, or Reeve for Return of the Precept, which being return'd, then he must order the Bailiff or Reeve to make Proclamation in Manner following:

Proclamation.

Oyes, Oyes, Oyes.

All Manner of Persons that owe Suit and Service to his Majesty's Court-Leet or View of Frank pledge, together with the Court-Baron of J. C. Esq; held here this Day in and for the Manor of Glatton, draw near and give your Attendance, every Man on the first Call, on such Pains and Penalties as shall ensue.

*God save the King, the Lord of the Manor,
and the Steward here present.*

Then let the Steward call over the Suit-Roll, [See Suit-Roll] in this Manner:

Tax

You Gentlemen, that are Freeholders, &c. of this Manor, answer to your Names.

For those that appear let him enter against their Names (a); those that make Default (.); those that essoin (es); those that are excused (Sp.)

Then the Steward must call over the Defaulters, which being done, he calls on the several Constables or Tithingmen to make Return of their several Resiants, which are to be called over in the same Manner as the Freeholders, &c. (as above.)

Then the Steward must call on the Reeve or Bailiff for a Return of the Jury, which must consist of Twelve at least, and must be writ on a Slip of Paper in a fair Hand, viz.

The Names of the Jury, &c.

The Steward having made Choice of a Foreman, he must call over the Jury, fine those that do not appear, and enter (a) against them that do; then the Steward must call over the Defaulters, and then those that have appeared, and order the Bailiff to count them: If there is not sufficient, the Steward may cause a Stranger which comes within the Precinct of the Lees, to be on the Jury; and if he refuse, he may fine him, (and the Lord may sell the Distress taken in such Case.)

Kitchin 83.

When there is a full Jury, the Steward must swear the Foreman of the Jury thus,

MR. A. B. *you as Foreman of this Jury, [if the Homage, he must say, of this Homage] shall well and truly inquire, and true Presentment make of such Things as shall be given you in Charge; the King's Counsel, your own, and your Fellows, you shall well and truly keep. You shall present no Man for Envy, Harred or Malice, nor conceal any Thing out of Love, Fear or Affection,*
but

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but all Things you shall well and truly present as the same shall come to your Knowledge.

So help you God.

Then enter against his Name (Sw.) *i. e.* Sworn.

And then swear the rest of the Jury by three or four at a Time, in Manner following,

THE same Oath as A. B. your Foreman hath taken on his Part, you and each of you shall well and truly observe and keep on your Part.

So help you God.

Then draw a Line against their Names,

C. B.	}	(Sw.)
D. E.		
E. F.		
F. G.		

When they are all sworn, the Bailiff must make Proclamation thus,

Oyes, Oyes, Oyes,

YOU good Men that are sworn, draw near and hear your Charge; and it is strictly charged and commanded that all Persons do keep Silence whilst the Steward is giving his Charge.

Then the Steward must give his Charge, [See Charge] and immediately after the Charge is given, the Bailiff must make Proclamation thus,

Oyes, Oyes, Oyes,

IT is strictly charged and commanded in the King's Name, that all Persons do keep Silence whilst the Statute made in the First Year of the Reign of his late most sacred Majesty King George the First, against Riots, is read.

Then

Then the Steward must read that Statute; for which Reason I have here inserted it at large.

An Act for preventing Tumults and Riotous Assemblies, and for the more speedy and effectual Punishing the Rioters.

‘ **W**HEREAS of late many rebellious Riots
 ‘ and Tumults have been in divers Parts
 ‘ of this Kingdom, to the Disturbance of the Pub-
 ‘ lick Peace, and the endangering of his Majesty’s
 ‘ Person and Government, and the same are yet con-
 ‘ tinu’d and fomented by Persons disaffected to his
 ‘ Majesty, presuming so to do, for that the Punish-
 ‘ ments provided by the Laws now in Being are not
 ‘ adequate to such heinous Offences; and by such
 ‘ Rioters his Majesty and his Administration have
 ‘ been most maliciously and falsely traduced, with
 ‘ an Intent to raise Divisions, and to alienate the
 ‘ Affections of the People from his Majesty; there-
 ‘ fore for the preventing and suppressing of such
 ‘ Riots and Tumults, and for the more speedy
 ‘ and effectual punishing the Offenders therein,
 ‘ Be it Enacted by the King’s most excellent Maje-
 ‘ sty, by and with the Advice and Consent of the
 ‘ Lords Spiritual and Temporal, and of the Com-
 ‘ mons in this present Parliament assembled, and by
 ‘ the Authority of the same, That if any Per-
 ‘ sons, to the Number of Twelve or more, being
 ‘ unlawfully, riotously and tumultuously assembled
 ‘ together, to the Disturbance of the Publick
 ‘ Peace, at any Time after the last Day of July,
 ‘ in the Year of our Lord One thousand seven
 ‘ hundred and fifteen, and being required or
 ‘ commanded by any one or more Justice or Ju-
 ‘ stices of the Peace, or by the Sheriff of the
 ‘ County,

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County, or his Under-Sheriff, or by the Mayor, Bailiff or Bailiffs, or other head Officer, or Justice of the Peace of any City or Town-Corporate, where such Assembly shall be, by Proclamation to be made in the King's Name, in the Form herein after directed, to disperse themselves, and peaceably to depart to their Habitations, or to their lawful Business, shall to the Number of Twelve or more, (notwithstanding such Proclamation made) unlawfully, riotously, and tumultuously remain or continue together by the Space of one Hour after such Command or Request made by Proclamation, That then such continuing together to the Number of Twelve or more, after such Command or Request made by Proclamation, shall be adjudg'd Felony without Benefit of Clergy, and the Offenders therein shall be adjudged Felons, and shall suffer Death as in Case of Felony, without Benefit of Clergy.

And be it further enacted by the Authority aforesaid, That the Order and Form of the Proclamations that shall be made by the Authority of this Act, shall be as hereafter followeth (that is to say) The Justice of the Peace, or other Person authorised by this Act to make the said Proclamation, shall, among the said Rioters, or as near to them as he can safely come, with a loud Voice command, or cause to be commanded Silence to be while Proclamation is making, and after that, shall openly and with loud Voice make, or cause to be made Proclamation in these Words, or like in effect:

OUR Sovereign Lord the King chargeth and commandeth all Persons, being assembled, immediately to disperse themselves, and peaceably to depart to their Habitations, or to their lawful Business,
upon

upon the Pains contained in the Act made in the First Year of King George, for preventing Tumults and riotous Assemblies.

God save the King.

‘ And every such Justice and Justices of the Peace, Sheriff, Under-Sheriff, Mayor, Bailiff, and other Head Officer aforesaid, within the Limits of their respective Jurisdictions, are hereby authorised, impowered and required, on Notice or Knowledge of any such unlawful, riotous and tumultuous Assembly, to resort to the Place where such unlawful, riotous and tumultuous Assembly shall be, of Persons to the Number of Twelve or more, and there to make or cause to be made Proclamation in Manner aforesaid.

‘ And be it further enacted by the Authority aforesaid, That if such Persons, so unlawfully, riotously and tumultuously assembled, or Twelve or more of them, after Proclamation made in Manner aforesaid, shall continue together and not disperse themselves within One Hour, that then it shall and may be lawful to and for every Justice of the Peace, Sheriff or Under-Sheriff of the County where such Assembly shall be, and also to and for every High or Petty Constable, and other Peace Officer within such County, and also to and for every Mayor, Justice of the Peace, Sheriff, Bailiff, and other Head Officer, High or Petty Constable, and other Peace Officer of any City or Town Corporate where such Assembly shall be, and to and for such other Person and Persons as shall be commanded to be assisting unto any such Justice of the Peace, Sheriff, or Under-Sheriff, Mayor, Bailiff, or other Head Officer aforesaid (who are hereby authorised and impowered to command all his

I

‘ Majesty’s

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‘ Majesty’s Subjects, of Age and Ability, to be assisting to them therein) to seize and apprehend, and they are hereby required to seize and apprehend such Persons so unlawfully, riotously and tumultuously continuing together after Proclamation made, as aforesaid, and forthwith to carry the Persons so apprehended, before one or more of his Majesty’s Justices of the Peace of the County or Place where such Persons shall be so apprehended, in order to their being proceeded against, for such their Offences, according to Law; and that if the Persons so unlawfully, riotously and tumultuously assembled, or any of them shall happen to be killed, maimed or hurt, in the dispersing, seizing or apprehending, or endeavouring to disperse, seize or apprehend them, by Reason of their resisting the Persons so dispersing, seizing or apprehending or endeavouring to disperse, seize or apprehend them, that then every such Justice of the Peace, Sheriff, Under-Sheriff, Mayor, Bailiff, Head Officer, High or Petty Constable, or other Peace-Officer, and all and singular Persons, being aiding and assisting to them, or any of them, shall be free, discharged and indemnified, as well against the King’s Majesty, his Heirs and Successors, as against all and every other Person and Persons, of, for or concerning the killing, maiming or hurting of any such Person or Persons so unlawfully, riotously and tumultuously assembled, that shall happen to be so killed, maimed or hurt, as aforesaid.

‘ And be it further enacted by the Authority aforesaid, That if any Persons unlawfully, riotously and tumultuously assembled together, to the Disturbance of the Publick Peace, shall unlawfully and with Force demolish or pull down, or begin to demolish or pull down any Church

or Chapel, or any Building for Religious Worship, certified and registred according to the Statute made in the First Year of the Reign of the late King *William* and Queen *Mary*, intituled, *An Act for Exempting their Majesties Protestant Subjects Dissenting from the Church of England, from the Penalties of certain Laws*, or any Dwelling-house, Barn, Stable, or other Outhouse; That then every such demolishing or pulling down, or beginning to demolish or pull down, shall be adjudged Felony without Benefit of Clergy, and the Offenders therein shall be adjudged Felons, and shall suffer Death as in Case of Felony, without Benefit of Clergy.

Provided always, and be it further enacted by the Authority aforesaid, That if any Person or Persons do, or shall, with Force and Arms, wilfully and knowingly oppose, obstruct, or in any Manner wilfully and knowingly let, hinder or hurt any Person or Persons that shall begin to proclaim, or go to proclaim according to the Proclamation hereby directed to be made, whereby such Proclamation shall not be made, That then every such opposing, obstructing, letting, hindring or hurting such Person or Persons, so beginning or going to make such Proclamation, as aforesaid, shall be adjudg'd Felony without Benefit of Clergy, and the Offenders therein shall be adjudg'd Felons, and shall suffer Death as in Case of Felony, without Benefit of Clergy; and that also every such Person and Persons so being unlawfully, riotously and tumultuously assembled, to the Number of Twelve, as aforesaid, or more, to whom Proclamation should or ought to have been made, if the same had not been hindred, as aforesaid, shall likewise, in Case they or any of them, to the Number of Twelve or more, shall

shall continue together, and not disperse themselves within One Hour after such Let or Hindrance so made, having Knowledge of such Let or Hindrance so made, be adjudged Felons, and shall suffer Death as in Case of Felony, without Benefit of Clergy.

And be it further enacted by the Authority aforesaid, That if after the said last Day of July, One thousand seven hundred and fifteen, any such Church or Chapel, or any such Building for Religious Worship, or any such Dwelling-house, Barn, Stable, or other Out-house, shall be demolished or pulled down wholly or in Part, by any Persons so unlawfully, riotously and tumultuously assembled, That then, in Case such Church, Chapel, Building for Religious Worship, Dwelling-house, Barn, Stable or Out-house, shall be out of any City or Town, that is either a County of itself, or is not within any Hundred, That then the Inhabitants of the Hundred, in which such Damage shall be done, shall be liable to yield Damages to the Person or Persons injured and damnified by such demolishing or pulling down wholly or in Part; and such Damages shall and may be recovered by Action to be brought in any of his Majesty's Courts of Record at *Westminster* (wherein no Essoign, Protection or Wager of Law, or any Imparance shall be allowed) by the Person or Persons damnified thereby, against any two or more of the Inhabitants of such Hundred, such Action for Damages to any Church or Chapel to be brought in the Name of the Rector, Vicar or Curate of such Church or Chapel that shall be so damnified, in Trust for applying the Damages to be recovered in rebuilding or repairing such Church or Chapel; and that Judgment being given for the Plaintiff or Plain-

tiffs in such Action, the Damages so to be recovered shall, at the Request of such Plaintiff or Plaintiffs, his or their Executors or Administrators, be raised and levied on the Inhabitants of such Hundred, and paid to such Plaintiff or Plaintiffs, in such Manner and Form, and by such Ways and Means, as are provided by the Statute made in the Seven and twentieth Year of the Reign of Queen *Elizabeth*, for Reimbursing the Person or Persons on whom any Money, recovered against any Hundred by any Party robbed, shall be levied: And in Case any such Church, Chapel, Building for Religious Worship, Dwelling-house, Barn, Stable or Out-house so damnified, shall be in any City or Town that is either a County of it self, or is not within any Hundred, that then such Damages shall and may be recover'd by Action to be brought in Manner aforesaid (wherein no Essoign, Protection or Wager of Law, or any Impar lance shall be allow'd) against two or more Inhabitants of such City or Town; and Judgment being given for the Plaintiff or Plaintiffs in such Action, the Damages so to be recover'd shall, at the Request of such Plaintiff or Plaintiffs, his or their Executors or Administrators, made to the Justices of the Peace of such City or Town, at any Quarter-Sessions to be holden for the said City or Town, be raised and levied on the Inhabitants of such City or Town, and paid to such Plaintiff or Plaintiffs, in such Manner and Form, and by such Ways and Means as are provided by the said Statute made in the Seven and twentieth Year of the Reign of Queen *Elizabeth*, for reimbursing the Person or Persons, on whom any Money recover'd against any Hundred by any Party robbed shall be levied.

And

And be it further enacted by the Authority aforesaid, That this Act shall be openly read at every Quarter-Sessions, and at every Leet or Law-Day.

Provided always, That no Person or Persons shall be Prosecuted by Virtue of this Act, for any Offence or Offences committed contrary to the same, unless such Prosecution be commenced within Twelve Months after the Offence committed.

And be it further enacted by the Authority aforesaid, That the Sheriffs and their Deputies, Stewarts and their Deputies, Baillies of Regalities and their Deputies, Magistrates of Royal Boroughs, and all other inferior Judges and Magistrates; and also all High or Petty Constables, or other Peace Officers of any County, Stewartry, City or Town, within that Part of *Great Britain* call'd *Scotland*, shall have the same Powers and Authority for putting this present Act in Execution within *Scotland*, as the Justices of the Peace and other Magistrates aforesaid, respectively have, by Virtue of this Act, within and for the other Parts of this Kingdom; and that all and every Person and Persons who shall at any Time be convicted of any the Offences aforemention'd, within that Part of *Great Britain* call'd *Scotland*, shall for every such Offence incur and suffer the Pain of Death, and Confiscation of Moveables: And also that all Prosecutions for repairing the Damages of any Church or Chapel, or any Building for Religious Worship, or any Dwelling-house, Barn, Stable or Out-house, which shall be demolish'd or pull'd down in whole or in Part, within *Scotland*, by any Persons unlawfully, riotously or tumultuously assembled, shall and may be recover'd by Summary Action, at the Instance of the Party agriev'd,

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his or her Heirs or Executors, against the County, Stewartry, City or Borough respectively, where such Disorders shall happen, the Magistrates being summon'd in the ordinary Form, and the several Counties and Stewartries call'd by Edictal Citation at the Market Cross of the Head Borough of such County or Stewartry respectively, and that in General, without mentioning their Names and Designations.

Provided, and it is hereby declar'd, That this Act shall extend to all Places for Religious Worship, in that Part of *Great Britain* call'd *Scotland*, which are Tolerated by Law, and where his Majesty King *George*, the Prince and Princess of *Wales*, and Their Issue, are pray'd for in express Words.

Then the Bailiff must again make Proclamation thus,

Oyes, Oyes, Oyes,
IF any Person or Persons can inform this Court or Inquest of any Treasons, Felonies, Bloodsheds, or any other Matter or Thing now given in Charge, let them come in, and they shall be heard.

If any come, the Steward must swear them in Manner following, and then the Evidence must go to the Jury.

Form of the Oath.

THE Evidence that you shall give to this Inquest, shall be the Truth, the whole Truth, and nothing but the Truth.

So help you God.

Then

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Then the Bailiff must make Proclamation thus,

Oyes,

IF any Person will enter any *Plaint*, let him come into Court, and he shall be received.

If there does, then the Steward must proceed as in the *Baron-Court*, [See p. 67.] and then he may adjourn the Court till the Afternoon. [See *Adjournment*, p. 10.]

When they are return'd in the Afternoon, the Bailiff must make Proclamation thus,

Oyes, Oyes, Oyes.

ALL Manner of Persons that were adjourn'd over to this Time and Place, draw near and give your Attendance, and answer to your Names every Man on the first Call,

Then the Steward must call over the Jury, and ask them, *Gentlemen, Have you agreed on any Presentment*; to which the Jury reply, *Yes*; *Who shall deliver in the same for you*? to which they must answer, *The Foreman*. When the Presentment is deliver'd in, the Steward must say, *Gentlemen, Do you agree that I shall alter any Thing in Form, but not in Substance*? to which the Jury answers, *Yes*.

Then the Steward is to read over the Presentment, set the Fines, swear the Officers and Assessors, [See *Assessors*] and appoint a Time for the Assessors to attend him to assess the Amerciaments; which being done, the Steward must next proceed to take Surrenders, Admittances, and pass Recoveries.

When the Business is over, the Bailiff must make Proclamation, and discharge the Court thus,

Oyes, Oyes, Oyes.

All Manner of Persons that have appear'd here this Day, at his Majesty's Court-Leet and Court-Baron of J. C. Esq; have Licence to depart, keeping their Day and Hour on new Summons.

God save the King, &c.

X See Ad Commune Documentum, Admittance, Amerciament, Constable, Contempt, Cottage, Fine, Hares, Hayward, Highway, Hundred, Inmate, Jury, Presentment, Recovery, Steward, Surrender.

Legacy. See Acknowledgment.

Leicester. See Antient Demesne.

Lessee. See Acceptance, Assign, Attorney, Grant, Lord, Possession, Year.

Lessor. See Grant.

Letter of Attorney, Is an Authority in Writing, authorising an Attorney or other Person to do any lawful Act instead of another, and must be writ on a treble Six-penny Stamp.

The Custom of a Manor was, that any Copyholder, &c. might make a Writing in the Nature of a Letter of Attorney, to two Copyhold Tenants of the said Manor, to surrender the Copyhold after his Death; and a Copyholder of Inheritance having made such a Writing, and soon after dying, this Custom was held good, and that his Death was no Revocation of the Writing; and that this is not like an ordinary Letter of Attorney which becomes void by the Death of him who made it; for 'tis strengthened by the Custom which makes the Authority survive. Style 423. Roby against Twelves.

But in the Case of Wallis and Bucknall, a Copyholder of Inheritance did execute a Letter of Attorney to two Persons, &c. thereby giving them Authority to surrender his Copyhold Lands after his

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his Death to certain Uses therein named, according to the Custom of the Manor; and this was adjudged a void Custom, because it gave a Man a Power to convey Lands against the Rules of Law for conveying Copyholds; for that must be either by a Surrender into the Hands of the Lord of the Manor, or into the Hands of two Copyhold Tenants, to the Use of the Will of the Surrenderor, and which must be executed in his Life-time. *Style 311.*

A Letter of Attorney to enable a Stranger to surrender a Copyhold Estate into the Lord's Hands, instead of the Tenant; the Tenant being sick and not able to come to Court.

K Now all Men by these Presents, That I A. B. of, &c. within the Manor of B. in the County of H. have made, ordained and appointed, and by these Presents do make, ordain, and, in my Stead and Place put and appoint G. L. of, &c. [usually the Bailiff of the Manor,] my true and lawful Attorney for me, and in my Name, to appear at the next Court to be holden in and for the said Manor of B. on, &c. and then and there for me and in my Name, as aforesaid, to surrender and yield up into the Hands of the Lord of the Manor aforesaid, one Messuage or Tenement, &c. with their and every of their Appurtenances unto the said Messuage or Tenement belonging, and every Part and Parcel thereof, within the said Manor. All which said Premises, I the said A. B. do claim to hold (as sole Purchaser) for my own Life, and the Life of D. my Son, by Copy of Court-Roll of the said Manor of B. bearing Date, &c. and all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand whatsoever, as well of me the said A. B. as of D. my Son,
and

and of either of us, of, in and to the same; ratifying, confirming, and by these Presents allowing all and whatsoever my said Attorney shall do or cause to be done, in the Premises, by Virtue of these Presents. In Witness, &c.

See Attorney, Essoign, Steward, Surrender, Will.

Levari facias, Is a Precept from the Steward to the Bailiff of a Manor, to levy the Debt and Cost (on the Defendant's Goods) obtain'd by Judgment in a Court-Baron.

The Form of a *Levari facias*.

The Manor of } G. B. Gent. To J. V. Bailiff of
Glatton, &c. } the said Manor, Greeting.

BEcause W. J. hath recovered against J. G. twenty Shillings, in a Plea of Debt [or as it is] and three Shillings for Costs, whereof the said J. is convicted in this Court. Therefore according to the Custom of this Manor, you are to cause to be levied the said twenty Shillings, in the said Court adjudged, together with the said three Shillings for Costs. And have you this Money at the next Court to be held for this Manor, to render the same to the said W. J. for his Debt and Costs aforesaid. And have you there this Precept, &c. Dated, &c.

G. B. Steward. (L. S.)

Lewes, Co. Sussex, in the Saxon Lerra. In the Reign of *Edward the Confessor*, it paid six Pounds and four Shillings for Tax and Toll. The King had there One hundred twenty-seven Burghesses. It was their Custom, if the King had a Mind to send his Soldiers to Sea without them; that of all of them, whosoever the Lands were, should be collected twenty Shillings, and they had it

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it who served in the Ships. Whoso sells an Horse within the Borough, gives the Provost one Penny, and the Buyer gives another; for an Ox or Cow, a Half-penny; for a Man four Pence; wheresoever within the Rape he buys. He that sheds Blood, pays seven Shillings. He that commits Adultery or Rape, eight Shillings and four Pence, and the Woman as much; the King hath the Adulterer, and the Archbishop the Woman. When the Money is new made, every Mint-Master gives twenty Shillings. Of all these Payments, two Parts went to the King, and the Third to the Earl. *Camd. Brit.* 206. But *Quare*.

Lepke. See **Tutbury**.

Licence, If the Lord give *Licence* to a Copyholder for Life, to let the Copyhold for five Years, the Copyholder may *Lease* this for three Years, for this is comprehended within the *Licence*, in as much as he had given him *Licence* to let for more Years. *M. 15 Jac. B. R. Worledge against Benbury*, Adjudged upon a Special Verdict. So it was adjudged in the same Case, *Cro. Jac. 437*. If the Lord give *Licence* to a Copyholder for Life, to *lease* the Copyhold for five Years, if the Copyholder shall so long live; and he lets this for five Years generally, without this Limitation, *if he shall so long live*; yet this is a good Pursuance of the *Licence*, and so a good Performance; for the *Lease* is determinable by his Death, by a Limitation in Law, and therefore so much is imply'd by the Law, as if he had made the actual Limitation. So is the Case of *Haddon and Arrowsmith*, *Owen 74*. The Operation of Law made such a Limitation to the Estate which he made, *i. e.* if he shall live so long: But if the Copyholder had had an Estate in Fee, it had been a Forfeiture to have made an absolute *Lease*, because in this Case he doth more than

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than he was *licenced* to do. *Popham Rep.* 105. In *Hill and Hill's Case* cited, 1 *Ventr.* 163. A Copyholder in Fee, where a Custom was for a Widow's Estate, made a *Lease* by *Licence*, reserving Rent to him and his Wife during their Lives, and did not say to either of them, and to his Heirs. It was resolved, 1. That the Wife might have this Rent, tho' not Party to the *Lease*. 2. That tho' the Rent were reserved during their Lives, yet it should continue for the Life of either of them, for the Reversion attracts the Rent to it.

A. obtains a *Licence* in Court to let his Copyhold for twenty-one Years, from *Michaelmas* last past; he makes the *Lease* to begin at *Christmas* following. By the Court, This *Lease* is not warranted by this *Licence*, and so no Ejectment lies upon it, *Cro. El.* p. 394. *Jackson and Neale*.

If a Copyholder make a *Lease* contrary to the Custom, it is a *Forfeiture* before the Entry of the Lessee. *Moor N.* 329.

If the Copyholder make a *Lease* for Years, by *Licence* of the Lord, the Lessee may assign this over, or make an *Under-Lease*, without any new *Licence*, for the Interest of the Lord was discharged by the first *Licence*. *Popham* 188. *Hutton* 102.

If a Lord for Life of a Copyhold Manor give *Licence* to a Tenant to make a *Lease* for Years, this *Lease* shall not continue longer than the Life of the Lord. 1 *Roll. Abr.* 511. *Petty and Evans*. 2 *Brownl.* p. 40. S. C.

The Lord *licenceth* a Tenant to make a *Lease* upon Condition, the Condition is void; for the Lord giveth nothing by the *Licence*, but doth only dispence with the *Forfeiture*: A *Licence* gives not a Right, but only executes it, but a Limitation to such a *Licence* is good; as a *Licence* to alien for two Years, he cannot alien for three Years. *Owen*, p. 73. *Haddon and Arrowsmith*.

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If a Copyholder make a *Lease* for Years by *Licence* of the Lord, and dies without Heir, the Years not expired; some hold the Lord notwithstanding may enter; for the Estate, out of which this *Lease* was derived, is determined: But *Telverton* said, This *Licence* shall be taken as a Confirmation of the Lord, and the *Lease* shall be good against him. *Popham* 188.

In Ejectment brought by the *Lessee* of a Copyholder, it is sufficient that the Count be general, without mentioning the *Licence*; if the Defendant plead Not guilty, then the Plaintiff ought to shew the *Licence* in Evidence: But if the Defendant plead specially, then the Plaintiff ought to plead the *Licence* certainly in his Replication, and the Time and Place when it was made; and in this Case the Plaintiff replied, That the Copyholder by *Licence* first then had of the Lord, did demise, and did not shew what Estate the Lord had, nor the Time and Place when it was made; it is not good, for the *Licence* is traversable. The Defendant cannot plead, That the Plaintiff by *Licence* did not demise, for this is a Pregnant Negative. 2 *Brownl.* 40. *Petty* and *Evans*.

The Custom of a Manor was, that a Copyholder should not alien his Estate which he held by Copy of Court-Roll, without the *Licence* of the Lord; which Custom was proved by antient Precedents in the Court-Rolls, and by several Seisures where Alienations were made without such *Licence*: It was adjudged, that tho' the Usage had been otherwise for eighty Years last past, yet such Usage shall not destroy this Custom; so where the Custom was, that a Copyholder may make a *Lease* of his Lands for three Years without the *Licence* of the Lord, and without paying a Fine; in such Case, tho' the Lord can prove that some Copyholders have paid

paid Fines when they made such *Leases*, yet these Fines taken by Encroachment shall not be allowed to break the Custom. *Mich. 25 Eliz. Howard's Case.*

A Licence for a Tenant to let his Tenement for seven Years.

The Manor of } *The Court-Baron of J. C. Esq;*
Glatton, } held at Glatton aforesaid, in
and for the Manor aforesaid,
the 24th Day of April, in the
Year, &c.

Memorandum, That at the said Court, &c. Licence is granted unto A. B. to let his Messuage, with the Appurtenances within this Manor, or any Part thereof, to any fit Under-Tenant or Under-Tenants, for the Term of seven Years now next coming from Lady-Day last past, if the said A. B. shall so long live, so as the Houses, Hedges, Ditches, and other Inclosures, be from Time to Time well and sufficiently repaired and amended, and the Rents, Works, Burthens, Customs and Services therefore due to the Lord, be well and faithfully rendered and paid; otherwise this Licence to be void, &c.

A Lease of Copyhold Lands, by Virtue of a Copy of Licence.

THis Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, witnesseth, That the said A. B. by Virtue of a Licence, before the Sealing and Delivery of these Presents, by him procured and obtained of and from J. C. Lord of the Manor of, &c. for the Granting and Letting to Farm the Tenements, &c.

I

here-

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hereafter in and by these Presents demised to the said C. D. hath demised, leased, and to farm let, and by these Presents doth demise, lease, and to farm let, unto the said C. D. &c. all that Messuage or Tenement, &c. To have and to hold the said Messuage or Tenement, Lands and Premises, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during the Term of five Years from thence next ensuing, and fully to be compleated and ended, yielding and paying therefore yearly, and every Year, during the said Term, unto the said A. B. his Executors, Administrators and Assigns, the yearly Rent or Sum of, &c. of lawful Money, &c. at, &c. [with Clause of Distress and usual Covenants to repair, &c.] and also the said C. D. for himself, his Executors, Administrators and Assigns, and every of them, doth covenant, promise and grant, to and with the said A. B. his Executors, Administrators and Assigns, That he the said C. D. his Executors, Administrators or Assigns, nor any of them, shall do, or wittingly or willingly permit or suffer to be done, any Act, Matter or Thing whatsoever, which may forfeit, lose or impair the Estate or Interest of the said A. B. of, in, or to the said hereby demised Premises, or of, in, or to any Part or Parcel thereof, or which may be otherways hurtful or prejudicial to the said A. B. his Executors, Administrators or Assigns, for or concerning the Having, Holding or Enjoying of the same, or any Part thereof. And the said A. B. for himself, his Executors, Administrators and Assigns, doth covenant and grant, to and with the said C. D. his Executors, Administrators and Assigns, that he the said C. D. his Executors, Administrators and Assigns, under the Payment of the said yearly Rent, and Performance of the Covenants, and Agreements aforesaid, which on his and their Parts
and

and Behalfe are and ought to be performed, shall and may quietly and peaceably have, hold and enjoy, all and singular the before-mentioned to be hereby demised Premises, and every Part and Parcel thereof, with the Appurtenances, during the Term hereby demised, without any Interruption, Molestation or Eviction of him the said A. B. his Executors, Administrators and Assigns, or of any Person or Persons whatsoever now lawfully claiming, or that shall or may hereafter lawfully claim any Estate, Right, Title or Interest, of, in or to the same, or any Part thereof, by, from or under him, them, or any of them. And also that he the said A. B. his Executors, Administrators and Assigns, or some or one of them, shall and will from Time to Time, and at all Times hereafter, discharge, or upon reasonable Request save harmless, and keep indemnified the said C. D. his Executors, Administrators and Assigns, of, for and from all Quit-Rents, Payments, Duties and Services, to be had, paid, made or done, for or out of the said hereby demised Premises, or any Part thereof, to the said E. F. Lord of the Manor aforesaid, his Heirs and Assigns. In Witness, &c.

A Licence to let Lands, though prohibited by Lease.

WHereas my Tenant A. B. holdeth of me one Messuage, &c. with the Appurtenances, for the Term of twenty-one Years, by an Indenture of Lease, bearing Date, &c. wherein he the said A. B. has covenanted with me, not to set or let out any Part or Parcel of the Premises so demised, without my Special Licence and Consent thereunto, to be given in Writing, as by the said Lease it doth more at large appear; Now be it known, That I C. D. do by these Presents license and allow the said A. B. to let or demise three Acres of Pasture, being Part of
the

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the above-mentioned to be demised Premises, for the Term of three Years, provided that the said A. B. do well and truly pay and perform the Rents and Covenants contained in the above recited Indenture of Lease, which are and ought to be paid and performed by the said A. B. his Executors, Administrators or Assigns. In Witness, &c.

A Licence to hawk, hunt, and fish.

TO all, &c. I G. H. send greeting : Know ye, that I the said G. H. for divers good Causes and Considerations me hereunto moving, have given and granted, and by these Presents do give and grant unto J. K. and his Assigns, full, free and absolute Power, Licence and Authority to hawk, hunt, fish and fowl, from Time to Time, and at all Times hereafter, at the Will and Pleasure of him the said J. K. and his Assigns, for and during the natural Life of me the said G. H. in, upon, and within my several Manors or Lordships of A. and B. and in and upon all the Land or Ground thereof, in as large and ample Manner and Form, as I my self might or could do, without any Manner of Let, Denial or Contradiction of me the said G. H. or any other Person or Persons whatsoever, in, by or through my Consent, Act or Procurement ; and I the said G. H. do covenant, promise, grant, and agree, to and with the said J. K. and his Assigns, by these Presents, that it shall and may be lawful to and for the said J. K. and his Assigns at all Times hereafter, during my natural Life, as Occasion is offered, to have and take as well all and every the Nets and other Engines and Instruments of what kind soever, as also all the Dogs and Spaniels of all and any Person or Persons that shall at any Time hereafter hawk, hunt, fish or fowl, within, or upon the said Lordships or Manors of A. and B. aforesaid, or within

or upon any Part or Parcel thereof, without the Licence and Consent of me the said G. H. thereunto first had and obtained. In Witness, &c.

See Alienation, Assets, Assign, Bar, Ejectment, Grant, Infant, Lease, Lord, Steward.

Lidforth. See Ampthill, Grafton.

Life, If a Copyholder for Life, where the Remainder is over for Life, commit a Forfeiture, he in Remainder shall not enter, but the Lord; and he shall keep it during the Life of him who committed the Forfeiture, but it shall not destroy the Remainder, without express Custom in such Case; and Tenant by Copy for Life, where the Remainder is over, may surrender to the Lord, and he in Remainder shall not enter till after his Death. 9 Rep. 107. Podger's Case.

See Common, Copyhold, Lord, Pre-
scribe, Remainder.

Limitation, If Waste is done by an Infant Copyholder, this is a Forfeiture, because not to do waste is a Condition in Law annexed to his Estate in the Land; and the Statute of Limitation will not bar the Lord from taking Advantage of such Forfeitures, because that Statute, or a Fine and Nonclaim will not bar, but where there is a Transmutation of Possession; all which was allowed by the Court for Law in Michaelmas-Term. B. R. 1721. at a Trial at Bar between the Duke of Somerset and Sir Henry Peachy, Bart. Lex Maner. 132. 8vo.

See Licence, Lives, Rent.

Lincoln, Hugh Bishop of Lincoln fined in 500 Marks; for the same Privileges as the Bishop of Bath. Mag. Rot. 15 H. 3. Tit. Lincolneschira; in Dorso. Madox Excheq. 289.

See Bath.

Lindeby.

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Lindeby, Co. Nottingham, Was an Escheat of the King's, of the Honour of *Peverel*, and *William de Saint Michael* had one Moiety of it of the Gift of King *John*, paying yearly in the King's Chamber a Fur of Grise, i. e. Grey Fur. *Testa Nevilli. Blount 93.*

Lindeshull, Co. Southampton, *William le Moyne* held two Hide-lands there of the King in *Capite*, by the Serjeanty of Keeping the Door of the King's Larder. *Pla. Cor. 8 E. 1. Rot. 23. Blount 85.*

Liffon, Co. Essex, *Godfrey* Son of *John*, held this Manor of our Lord the King, by the Service of making Wafers at the King's Coronation. *Blount 25. This Manor is now held by the same Tenure.*

Littlington. See *Ampthill.*

Lives, *Richard* a Copyholder surrender'd into the Hands of the Lord, to the Use of *Margaret* and *Robert*, without Limitation of any Estate; it was resolved, they had but an Estate for their *Lives*. And it was also resolved, That when the Lord doth make Admittance and deliver Seisin to *Margaret* and *Robert*, and the Heirs of *Robert*, it was only an Admittance of them for the Term of their *Lives*, the Reversion over to *Richard* who made the Surrender. *4 Rep. 29. Bunting and Lepingwel.*

See **Copyhold, Suspend.**

Libery. See **Copyhold, Exchange, Suspend.**

Lodebrook, Co. Warwick. In this Manor each Tenant pays *Swarf money* yearly, which was one Penny Half-penny; it must be paid before the Rising of the Sun, the Party must go thrice about the Cross, and say *The Swarf-money*, and then take Witness, and lay it in the Hole; and when he hath so done, he must look well that his Witness do not deceive him, for if it be not paid, he giveth a great Forfeiture, thirty Shillings and a White Bull. *Blount 156.*

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London, *Richard de Bettayne* of *London*, at the Coronation of our Lord the King, he being then *Mayor of London*, performed the Office of *Butler*, with 360 Valets clothed in the same Livery, each one carrying in his Hand a white Silver Cup, as other Mayors of *London* have Time out of Mind used to do, at the Coronation of the King's Progenitors, and the Fee appendant to that Service, is a Gold Cup with a Cover, which with an Ewer of Gold enamell'd, was deliver'd to him by Assent of the Earl of *Lancaster* and other great Men, then of our Lord the King's Council, by the Hands of *Sir Robert de Woodhouse*. And the Mayor and Citizens of *Oxford* are bound by Charter, to come to *London* at the Coronation, to assist the Mayor of *London* in serving at the Feast, and so always used to do. *Blount* 122, 123. This Service was performed at the Coronation of his present Majesty, by *Sir John Eyles, Bart.* Lord Mayor of *London*, and *John Boyce, Esq;* Mayor of *Oxford*, who was knighted on that Occasion.

Longhope, Co. Gloucester. In Ejectment for Lands in *Longhope*, at the Trial the *Domesday-Book* was brought into Court by an Officer of the *Exchequer*, by which it appeared, that *Hope* was *Antient Demesne*; but there was no Mention made of *Longhope*; upon which the Counsel for the Defendant offered to prove by Witnesses, That *Hope* and *Longhope* was the same Place, and that *Longhope* was formerly called *Hope*; but the Court would not admit such Proof; whereupon the Plaintiff had a Verdict, for the Defendant had not proved his Issue; and admitting that *Hope* and *Longhope* was the same Place, the Defendant should have pleaded, that it was known as well by the one Name as the other. 1 *Sid.* 147. *Holdy* against *Hodges*.

Lop. See *Pollard, Repair*.

Lord

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Lord of a Manor, The *Lord's* Authority consisteth chiefly in these four Things :

In punishing Offences, and Misdemeanors committed within his Precincts, as not Performance of Customs, Breach of By-Laws, not discharging of Duties, and such like.

In deciding Controversies arising about the Title of Copyhold Land, lying within his Bounds, and when he sitteth as Judge in Court, to end Debates of this Nature, he is not tied to the strict Form of the Common Law, for he is a *Chancellor* in his own Court, and may redress Matters in Conscience upon *Bill* exhibited, [See *Bill*] where the Common Law will afford no Remedy in the same Kind.

If I surrender a Copyhold to the Use of a Stranger, upon Confidence, that such Debts being by me discharged, he shall surrender back this Copyhold ; I upon discharge of the Debts demand a Surrender, and he refuseeth ; at the Common Law I were left Remediless, this being a bare Confidence, and no Condition ; but upon *Bill* exhibited in the *Lord's* Court I shall be relieved, for the *Lord* upon Proof of the Matter may seise the Copyhold, and re-admit me, according to the Effect of the Confidence.

In admitting Copyholders, and in this Customary Power of Admittance, the *Lord* doth somewhat outstrip the *Steward* ; for the *Lord* may make either Admittances upon voluntary Grants, Admittances upon Surrenders, Admittances upon Descents, in any Place where he pleaseth out of the Manor, but so cannot the *Steward* : And in giving *Licence* to Copyholders to alien by Deed, and in this Point of *Licence*, the *Lord's* Authority doth exceed the *Steward's* Authority ; for though some are of Opinion, that it is both usual and warrantable, for the *Steward* of a Manor in Absence of his *Lord*, to *licence* a Copyholder in full Court to alien by Deed,

for as many Years as he shall think good, because he is Judge in the Court; and besides the Entry of it in the Court-Roll is in this Manner, *Ad hanc Curiam J. S. petit licentiam Domini, &c.* [at this Court J. S. requests Leave of the Lord, &c.] *Cui Dominus licentiam dat, &c.* [to whom the Lord gives Licence, &c.] and therefore this Licence being granted in the Lord's Name in full Court, the Lord shall never enter for a Forfeiture, but shall ever be estopped to say the contrary, but that he did give Licence; yet I much mistrust the Truth of this Opinion; for this Power of Licencing Copyholders to alien by Deed is not Customary, for then it were as proper to the Steward as to the Lord; but it is a Power of Interest annex'd to the Person of the Lord, in Respect of his Estate in the Manor, and not in any other collateral Respect; and therefore if the Steward hath a bare Authority to execute what the Custom of the Manor doth warrant, without doubt, he cannot, by Virtue of his Office, grant any unwarrantable Licence to alien by Deed, no more than to commit Waste; for the one Act as well as the other, tendeth to the Breach of Custom, and both of them without a sufficient Allowance, amounts to the Forfeiture of a Copyhold; but by express Words in the Steward's Patent, or by special Authority given him by the Lord, or by some particular Custom, warranting the same, the Steward may in Court lawfully licence Copyholders to alien as well as the Lord may. *Co. Copyh. Sect. 44.*

The Lord may nominate Attorney or Guardian. [See Copyhold. p. 130.]

The References from this Head are so numerous, that I refer to The Table for Particulars.

Lostock;

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Loftock, Co. *Norfolk*, in an Action of Trespafs, &c. for taking a Cable-Rope for Toll; the Plaintiff set forth that *Loftock* is a Village where the Lands are all held in *Antient Demefne*; and that the Tenants therefore are to be Quit of Toll in all Places, and that he was an Inhabitant in *Loftock*, and Tenant of Lands, which he held there in *Antient Demefne*, &c. The Defendant justified the Taking the Rope, by Virtue of a Custom in that Place to take Toll for any Goods brought by Sea to Merchandize; and then he alledged, that the Plaintiff brought thither by Sea, Twenty hundred Weight of Cable to Merchandize; and upon a Demurrer to this Plea, the Defendant had Judgment, because the Privilege did not extend to Merchandizing, but only to be exempted from paying Toll of such Things which did arife or grow on their own Lands, or which are brought for manuring their Lands, or for the Support and necessary Use of their Families. *Cro. Eliz.* 227. *Ward against Knight.*

Luffeld. See *Grafton*.

Luffenham, Co. *Rutland*, *Thomas Beauchamp* held *South-Luffenham* and other Lands in the County of *Rutland*, by Service to be the King's Chamberlain in the Exchequer. *Fines* 14 *Ed.* 3. *Blount* 23.

Lunatick, the Lord of the Manor shall have the Custody of a *Lunatick* Copyholder and his Estate, because otherwise he might receive some Prejudice in his Rents and Services. 2 *Cro.* 105. *Evers* against *Skinner*.

The *Stewardship* of a Manor was granted to *R. B.* for Life, and afterwards the Lord became a *Lunatick*, and was so found by Inquisition, and the Custody of him and his Lands were granted to *W. W.* The Question was, whether the *Steward*, by the Consent of *W. W.* the Com-

mittee, or whether *W. W.* himself, by the *Steward*, might grant Copies, &c. according to the Custom of the Manor: Adjudged, That the Committee could not do it, because he had no Estate by Law in the Manor; but that the *Lynstich* himself, being Lord of the Manor, might by his *Steward* grant Copies, &c. according to the Custom of the Manor. *Ley 47. Blewit's Case.*

See *Action, Copyholder, Grant, Guardian, King.*

Lyef-yfeld is Tribute paid by certain Wealdish Tenants in *Kent*, for Liberty to plow their Grounds during Mast-time; which, because of some Prejudice that might redound thereby to the Lord in his Pannage, was not permitted without his Leave. *Somner 28.*

Magna Precaria.

See *Harrow on the Will.*

Makerfield. See *Waleton.*

Mala signifies Rent or Ferm, which is twofold, to wit, *Black-Mail* or Black-Rent, the other *White-Rent*, *Somner 34.*

See *Black-Mail, White-Rent.*

Mallesworth. See *Grafton.*

Malt, by *Stat. 2 & 3 Ed. 6. cap. 10.*
 none shall employ less Time in the making and drying of *Malt*, except in the Months of *June, July* and *August*, than three Weeks, nor in those Months less than Seventeen Days; nor put to Sale any *Malt* mingled of good and bad, in Pain to forfeit for every Quarter so put to Sale Two Shillings, to be divided betwixt the King and the Prosecutor.

None shall put any *Malt* to Sale before (by treading, rubbing and fanning it) he shall have conveniently taken out of every Quarter, Half a Peck of Dust, or more, in Pain to forfeit 20*d.* for

‘ for every Quarter otherwise sold, to be divided
‘ betwixt the King and the Prosecutor.

‘ Justices of Peace in Sessions, and *Stewards in
‘ Leets* have Power to hear and determine these
‘ Offences, as well by Presentment of twelve Men,
‘ as by Information of two Witnesses.

Malt-Gavel signifies a Rent paid in *Malt*.
Somner 27.

See *Hephham*.

Isle of Man, Sir *John Stanley* from King *Henry*
the Fourth had a Grant in Fee of the *Isle of Man*,
with the Castle *Pele* (*Pelam*) Patronage of the
Bishoprick, with all the Regalities and Franchises
thereto belonging; to be Held of the King, his
Heirs and Successors, by Homage and the Service
of two Falcons, payable on the Day of his or
their Coronation. *Blount* p. 20. This is now held
by the *Earl of Derby*, who is descended from the
above-mentioned Sir *John Stanley*, by the same Te-
nure.

There are a great many Laws and Customs
which are peculiar to this Place, some of which I
hope will not be thought improper to insert here.

The eldest Daughter (if there be no Son) in-
herits, though there be more Children. *Camd*.
Brit. 1454.

The *Wives*, through the whole Island, have a
Power to dispose of by Will, (though their Hus-
bands be living) one Moiety of the Goods
moveable and immoveable, except in the six *Nor-*
thern Parishes, where the *Wife*, if she has had
Children, can only dispose of a Third Part of the
living Goods. *Ibid.*

A *Widow* has one Half of her Husband's Real
Estate; if she be his first Wife, and one Quarter,
if she be the second or third; but if any *Widow*
marries or miscarries, she loses her *Widow-Right*
in her Husband's Estate. *Ibid.*

When

When any of the *Tenants* fell into Poverty, and were not able to pay their Rents and Services, the Sitting-Quests, consisting of four old Moars or Bailiffs in every Parish, were obliged to find such a *Tenant* for the Estates, as would secure the Lord's Rent, &c. who, after his Name was entered into the Court-Rolls, had an unquestionable Title to the same. *Ibid.*

A *Child* got before Marriage shall inherit, provided the Marriage follows within a Year or two, and the Woman was never defam'd before with regard to any other Man. *Ibid.*

Executors of Spiritual Men have a Right to the Year's Profits if they live till after Twelve of the Clock on Easter-Day. *Camd. Brit.* 1455.

They still retain an Usage (observed by the Saxons before the Conquest) that the Bishop, or some Priest appointed by him, do always sit in their Great Court along with the Governor, till Sentence of Death (if any) be to be perform'd. *Ibid.*

Manusfield-Woodhouse, Co. Nottingham, Sir Robert Plumpton, Knight, was seised of one Bovat of Land there, call'd *Wolfhunt-Land*, held by the Service of Winding a Horn, and chasing or frightening the Wolves in the Forest of *Sherwood*. *fc.* 11 H. 6. N. 5. *Blount* 94.

Manor, some derive the Word from *manendo*, [residing] because the Lord of the *Manor* usually dwelt in the *Manor-house*; others from *manuring* the Ground; but Lord Chief Justice Coke in his *Comp. Copyholder*, Sect. 31. holds the most probable Etymology to be *Mesner*, which signifies to govern or guide, the Lord of the *Manor* having the guiding and directing of all his Tenants within the Limits of his Jurisdiction; besides, a *Manor* in these Days signifies the Jurisdiction and Loyalty incor-

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incorporate, rather than the Land or Mansion-house.

A *Manor* is of two Sorts, the first *Real* and *Nominal*, the second *Nominal* only.

The first is where the two material Causes of a *Manor* meet, that is *Demesnes* and *Services*; and neither of these two Parts hath the Name of a *Manor*, without the other; for as a *Messuage* of Lands cannot be called *Demesnes* without Tenants thereunto belonging, to pay Rents and *Services*; so though a Man have Tenants to pay him Rent and do *Services*, and no *Messuage* or Lands whereupon to keep his Court, and to receive his Rents and *Services*, this cannot be called a *Manor*; yet, if Part of the *Demesnes* and Part of the *Services* be allotted to one, and Part to another, then they have each of them a *Manor*, not *Nominal*, but *Real* and *Nominal*.

The second relates to the efficient Causes of a *Manor*; If the King at this Day will grant a great Quantity of Land to any Subject, enjoining him certain Duties and *Services*, and withal willeth that this should bear the Name of a *Manor*, howsoever this may chance to gain the Name of a *Manor*, yet it will not be a *Manor* in the Eye of the Law.

If the King grants away a *Manor* to J. S. excepting the Courts and *Perquisites*, the Grantee hath a *Manor Nominal* only: So if all the *Freeholders* die but one, or the Lord purchase all the *Freeholders* Land, or pass away the *Services* of the *Freeholders*, or release to the *Freeholders* all their *Services*, notwithstanding the *Demesnes* and *Services* of the *Copyholders*, yet the Lord hath but a *Manor Nominal*, because the *Freeholders* are wanting. *Co. Copyhold. S. Et. 31.*

If divers hold Lands by Copy, of the *Manor* of D. and so have done Time out of Mind, and during that Time there have been no *Freeholders* belonging

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belonging to this Manor, yet by Usage this is a good *Manor* to maintain Copyholds; it having the *material* Causes of a Manor. *Calc. Read.* 10.

In a Special Verdict in Ejectment the Case was, Lands which in Truth were not Parcel of the *Manor* of *H.* but were reputed to be Parcel thereof, and the Lord made a Grant of the *Manor*, and all his Lands reputed Parcel thereof, the Jury found that these Lands were formerly Parcel of the *Manor*, but had been sever'd from it, and afterwards reunited to it, and in the Possession of him who held the *Manor*, and had been since demised by Copy of Court-Roll, &c. and the Court held that these were great Inducements of Reputation, and therefore these Lands shall pass. *2 Mod. Rep.* 69. *Lee against Brown.*

A Lease of several Manors and the Court-Leets, Liberties, Royalties, Fairs, Markets, &c. thereto belonging, with several Reddendums, Covenants, &c.

THIS Indenture, &c. between *A. B.* of *C.* in the County of *T.* Esq; on the one Part, and the Right Honourable *C.* Earl of *D.* of the other Part, witnesseth, That the said *A. B.* for divers and sundry good Causes and Considerations him thereunto moving, hath demised, granted, set and to Farm let, and by these Presents doth demise, &c. unto the said Earl and his Assigns, all that his Seigniorie or Lordship of *F.* and the said Rectory and Church of *F.* with all their Rights, Members and Appurtenances whatsoever in the said County of *T.* and the Views of Frankpledge, to be holden within the said Manor, and all Fairs and Markets to be holden from Time to Time within the said Manor

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Manor or Town of *F.* and one Passage over the Water of *O.* near unto *F.* aforesaid, with all Houses, Mills, Lands, Tenements, Rents, Reversions and Services, Tithes, Court-Leets, Views of Frankpledge, Franchises, Liberties, Privileges, Royalties, Commodities, Waters, Fishings, and other Hereditaments whatsoever in the Town, Fields, Hamlets or Territories of *F.* aforesaid, and *D.* or any other Place within the said County of *T.* to the said Manor, Seigniorie or Lordship, or Rectory, or any of them, by any Ways or Means belonging or appertaining, or as Part, Parcel or Member of them, or any of them, heretofore had, taken, known, accepted, reputed or used; and all that Site and Precinct of the late dissolved House or Monastery of *F.* aforesaid, and all that his Park called *S.* Park, and all other his Messuages, Lands, Tenements, Liberties, Franchises, Commodities, Fairs, Markets and Hereditaments whatsoever, situate, lying and being, occupied, had or used within the Town, Fields or Parish of *F.* aforesaid, or within his said several Manors of *F.* and *D.* or either of them appertaining or belonging, or being accepted, reputed, known or taken to be, as Part, Parcel or Member of them, or either of them; and all those his Manors Seigniories or Lordships of *H.* and *K.* with their Rights, Members and Appurtenances, in the said County of *T.* and all and singular the Messuages, Cottages, Lands, Tenements, Meadows, Leasowes, Closes, Pastures, Feedings, Woods, Under-woods, Rents, Reversions, Services, Court-Leets, Views of Frankpledge, and Profits of Court-Leets, and other Hereditaments whatsoever, to the said several Manors, Seigniories or Lordships of *H.* and *K.* or either of them, belonging or appertaining, lying, reputed,

ted, accepted or taken as Part, Parcel or Member of the same, or any of them, and all other the Lands, Tenements and Hereditaments of the said *A. B.* situate, lying and being, perceived or used in the Towns, Villages or Hamlets of *L.* and *M.* or in any or either of them in the said County of *T.* (excepted at all Times out of this present Lease and Grant, all such Lands, Grounds and Hereditaments in *F.* aforesaid, as *W. S.* Esq; did lately purchase of the said *A. B.* for the Sum of, &c.) and the said *A. B.* hath also demised, granted, &c. and by these Presents doth demise, grant, &c. unto the said Earl, all his Reversion and Reversions of all and singular the said several Manors, Rectory, Messuages, Cottages, Lands, Tenements, Tithes, Woods, Under-woods, Franchises, Liberties, Hereditaments, and other the Premisses here before demised (except as before excepted) together with all Manner of Rents reserved upon all and every Lease, Demise or Grant made of the said Manors, Rectory, Messuages, Tithes, Lands, Hereditaments, and other the demised Premisses, excepted as aforesaid: *To have and to hold* the said several Manors, together with the Site and Precinct of the said late dissolved Monastery, and all and singular the said Rectory, Tithes, Messuages, Lands, Grounds, Hereditaments, and all and singular the other demised Premisses, with the Appurtenances, (except as before excepted) unto the said Earl, his Executors and Assigns, from the Day of the Date of these Presents, for and during, and unto the full End and Term of, &c. Years, fully to be compleat and ended, yielding and paying therefor yearly and every Year, during the said Term, to the said *A. B.* during his Life, if he shall so long live; and after his Decease, then to such Person

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or

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or Persons, his or their Heirs, to whom the Re-
 version or Inheritance of the said several Manors,
 Lands, &c. doth or shall appertain, the several
 yearly Rents hereafter ordain'd and limited;
 that is to say, For the said Manor or Lordship
 of *F.* and the said Site, Circuit and Precinct of
 the said late dissolved Monastery, Rectory and
 Church of *F.* and all other the demised Pre-
 mises in *F.* and *D.* aforesaid, the yearly
 Rent or Sum of, &c. and for the said Manors
 of *H.* and *K.* and other the said Grounds,
 Lands, &c. in *H.* and *K.* aforesaid, the yearly
 Rent or Sum of, &c. and for the said Manors
 of *L.* and *M.* aforesaid, and other demised Pre-
 mises in *L.* and *M.* aforesaid, the yearly Rent
 or Sum of, &c. of lawful Money of *Great*
Britain, at two Days or Feasts in the Year;
 that is to say, at the Feast of, &c. by even
 Portions. And if, and as often as it shall hap-
 pen or fortune the said several yearly Rents be-
 fore hereby reserved, or any of them, to be be-
 hind and unpaid, in Part or the Whole, by the
 Space of Twenty Days next after either of the
 said Feast-Days of Payment at which the same
 ought to be paid, that then, and so often it shall
 and may be lawful to and for the said *A. B.*
 during his Life, and after his Decease, to such
 Person and Persons, to whom the Reversion or
 Inheritance of the demised Premises doth or shall
 then appertain, into the said demised Premises,
 to enter and distrain, &c. [*And then add a*
Covenant for quiet Enjoyment, and Discharge of
all former Incumbrances.] In Witness, &c.

See *Coffard, Coparceners, Copy, Co-*
pyhold, Copyholders, Court, Cu-
stom, Customary Manors, De-
mesnes, Ejectment, Grant, Milton,
Parsonage, Seignior, Services,
Tenure.

Marchetta, [Marchet] Is a Custom in some Manors for the Lord to have the first Night's Lodging with his Tenant's Bride; but now it is usual for the Lord to take some Acknowledgment of the Bridegroom in Lieu thereof.

See **Berkholt**, **Bride**, **Builtb**, **Dinebor**.

Marcross, Co. Glamorgan, Philip Bassett paid 3 s. 4 d. Rent of *Ward* and *Castle-Gard-Silver*, to the Lord *Windsor*, for Half this Manor. From a MS. Survey taken Anno 1666. in the Hands of the Author.

Marden, Co. Hereford, John Freeman held one Yard-Land there by the Serjeanty of Measuring the Ditches and Work of our Lord the King, at the King's Cost. *Lib. Nig. Heref. Blount.* 16.

Marden, Co. Southampton, within this Manor there is a Custom, that the Copyhold Tenants might fell *Timber*, &c. *Hob. Rep.* 6. N. 13.

Mariscus signifies Fenns and Marsh-Grounds. *Co. Lit.* 5. a.

Mariston. See **Ampthill**.

Market. See **Crokeham**.

Marle, a Copyholder may dig for *Marle*, without any Danger of a *Forfeiture*; but he ought to lay the same upon his Copyhold Land. *Winch.* p. 8.

